

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. Senator Adams and Representative Wilson will be providing the Council with a Legislative Debrief. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, March 21, 2017, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PUBLIC HEARINGS:

7:05 Road Capital Facilities Plan Amendment

7:10 Zoning Ordinance Amendment to Business Park (BP) Zones

OLD BUSINESS:

7:15 Supplemental Information for – 650 West Road Improvement Project Scope and Budget

7:45 Award of Bid for 650 West Project

7:55 650 West and Glovers Lane Reimbursement Agreements

OLD BUSINESS:

8:00 Kaysville Boundary Adjustment – Resolution of Intent – Lowell Johnson

SUMMARY ACTION:

8:15 Minute Motion Approving Summary Action List

1. Line of Duty Benefits for Public Safety
2. Cooperative Agreement with UDOT for Frontage Road Improvements

3. Approval of Minutes from March 7, 2017
4. Hunters Creek Conservation Easement Amendment
5. Residences of Farmington Hills Sidewalk Extension Agreement
6. Davis Creek Pioneering Agreement
7. Off Duty Police Vehicle Use/Residency Requirements

GOVERNING BODY REPORTS:

8:20 City Council Committee Reports

8:30 City Manager Report

1. Executive Summary for Planning Commission held on March 9, 2017
2. Police and Fire Monthly Activity Reports for February
3. Building Activity Report for February

8:40 Mayor Talbot & City Council Reports

1. Triathlon in Farmington


ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 16th day of March, 2017.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

Posted 03/16/2017

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Manager Dave Millheim give the invocation to the meeting and it is requested that Council Member Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

PUBLIC HEARING: Road Capital Facilities Plan Amendment

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the attached Resolution amending the Road Capital Facilities Plan as outlined in the enclosed table.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 21, 2017

SUBJECT: **ROAD CAPITAL FACILITIES PLAN AMENDMENT**

RECOMMENDATION

1. Hold a public hearing, and:
2. Move that the City Council approve the attached Resolution amending the Road Capital Facilities Plan as outlined in the enclosed table

BACKGROUND

Staff will soon finalize a major update to the City Road Capital Facilities Plan for Council consideration, but will not finish this effort until after a bid is accepted and construction starts regarding major improvement projects related to the new high school in west Farmington. Therefore, it is proposed that the City Council modify the plan as shown in the enclosed table now and set forth in the attached resolution as a prelude for greater amendments to the plan anticipated in the near future.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

RESOLUTION NO. 2017 -

**A RESOLUTION AMENDING THE ROAD CAPITAL
FACILITIES PLAN OF FARMINGTON CITY.**

WHEREAS, Farmington City ("City") previously approved a resolution amending the City Road Capital Facilities Plan on December 15, 2009 (resolution 2009-66); and

WHEREAS, in the intervening years priorities have changed and four projects identified for completion within 13 to 18 years of the date of the resolution are now finished or must be completed immediately, and four projects identified for completion within 1 to 6 years should start and finish within 13 to 18 years, and one project identified for completion within 7 to 12 years of the date of the resolution must now be completed immediately, and one project within 1 to 6 years should start and finish within 7 to 12 years; and

WHEREAS, all other text and standards of the existing Road Capital Facilities Plan remains the same, including the aforesaid enabling resolution and its recitals; and

WHEREAS, City has conducted all public hearings and provided notice of adoption of the amended Road Capital Facilities Plan and has made available to the public a copy and summary of the amended Road Capital Facilities Plan as required by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Amendment.

1. The priority for Projects 1-3 (New intersection improvements at 950 N and 2000 W (no signal)), 1-4a (New intersection improvements at 950 N and 1875 W), 1-14 (Reconfigure Clark Lane), and 1-18b (Signalize Park Lane/Station Park Intersection) are hereby modified from 1-6 years to 13-18 years; and the priority for Projects 3-7 (1100 W extension from 500 S to Glover Lane), 3-12 (Bridge crossing over Farmington Creek at 1100 W and 500 S), 3-14 (500 S curb, gutter, sidewalk, and widening improvements from 1100 W to 650 W), and 3-15b (Glover Lane curb, gutter, sidewalk, and widening improvements from 1525 West W to Frontage Road) are hereby modified from 13-18 years to 1-6 years.

2. The priority for Project 2-12 (Main Street drainage, surface, sidewalk, and related improvements from Shepard Ln to Park Ln) is hereby modified from 1-6 years to 7-12 years; and the priority for Project 3-13b (650 West curb, gutter, sidewalk, and widening improvements from State Street to Glover Lane) is hereby modified from 7-12 years to 1-6 years.

3. Except as expressly modified herein, resolution 2009-66 and the City's existing Road Capital Facilities Plan dated December 15, 2009, shall remain in full force and effect.

Section 2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon the date of its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF MARCH 2017.**

FARMINGTON CITY

H. James Talbot, Mayor
Mayor

ATTEST:

Holly Gadd, City Recorder

Proposed Modifications 2009 Road Capital Facilities Plan									
Moving Up					Moving Back				
Project	Description	Years	to	Years	Project	Description	Years	to	Years
3-13b	650 West curb, gutter, sidewalk, and widening improvements from State Street to Glover Lane	7 - 12	to	1 - 6	2-12	Main Street drainage, surface, sidewalk, and related improvements from Shepard Ln to Park Ln	1 - 6	to	7 - 12
3-7	1100 W extension from 500 S to Glover Lane	13 - 18	to	1 - 6	1-3	New intersection improvements at 950 N and 2000 W (no signal)	1 - 6	to	13 - 18
3-12	Bridge crossing over Farmington Creek at 1100 W and 500 S	13 - 18	to	1 - 6	1-4a	New intersection improvements at 950 N and 1875 W	1 - 6	to	13 - 18
3-14	500 S curb, gutter, sidewalk, and widening improvements from 1100 W to 650 W	13 - 18	to	1 - 6	1-14	Reconfigure Clark Lane	1 - 6	to	13 - 18
3-15b	Glover Lane curb, gutter, sidewalk, and widening improvements from 1525 West W to Frontage Road	13 - 18	to	1 - 6	1-18b	Signalize Park Lane/Station Park Intersection	1 - 6	to	13 - 18

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

PUBLIC HEARING: Zoning Ordinance Amendment to Business Park (BP) Zones

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed enabling ordinance amending Section 11-14-050 of the Zoning Ordinance.

Findings:

1. Amending the minimum area required for a planned unit development to a lower threshold, will give future applicants more flexibility with design, and increase the opportunity for in-fill development within the BP zone.
2. Planned Unit Developments are legislative decisions, and thus discretionary. The applicant will still be required to receive legislative approval for his site plan and the use; this zone text change allows the applicant to move forward with his application for review by the City.
3. The zone text change has no affect on the ultimate decision as to whether the PUD will be approved or denied; it simply gives the City a chance to review any such application in the future.
4. Only two other vacant properties exist in the BP zone within the current city boundaries: a 1.8 acre parcel at 200 West south of Horizon Credit Union, and a .38 acre parcel at the northeast corner of Park Lane and Main Street; neither site exceeds 3 acres in size.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: March 21, 2017

SUBJECT: **Zoning Ordinance Amendment to Chapter 14 – Business Park (BP) Zones**
Applicant: **Dave Clarke and Peter Robbins**

RECOMMENDATION

Hold a Public Hearing;

AND

Move that the City Council approve the enclosed enabling ordinance amending Section 11-14-050 of the Zoning Ordinance.

Findings:

1. Amending the minimum area required for a planned unit development to a lower threshold, will give future applicants more flexibility with design, and increase the opportunity for in-fill development within the BP zone.
2. Planned Unit Developments are legislative decisions, and thus discretionary. The applicant will still be required to receive legislative approval for his site plan and the use; this zone text change allows the applicant to move forward with his application for review by the City.
3. The zone text change has no affect on the ultimate decision as to whether the PUD will be approved or denied; it simply gives the City a chance to review any such application in the future.
4. Only two other vacant properties exist in the BP zone within the current city boundaries: a 1.8 acre parcel at 200 West south of Horizon Credit Union, and a .38 acre parcel at the northeast corner of Park Lane and Main Street; neither site exceeds 3 acres in size.

BACKGROUND

The applicant purchased the subject property (located on the Frontage Road as it bends to intersect with 200 West) in the hope of building an assisted living facility on the western portion of the lot and a handful of single family residential “patio homes” to the east. Under “Residential facilities for the elderly” as set forth in Section 11-14-020 the assisted living center is a permitted use. However, the

underlying BP (Business Park) zoning designation does not list single-family or multi-family residential as permitted or conditional uses.

Under Section 11-14-050 the ordinance specifies that residential uses are permitted as PUDs (Planned Unit Developments), but the ordinance requires a minimum area of 5 acres. The subject property is 3.33 acres, and therefore does not qualify for a PUD in the BP zone. Staff feels like the applicant's proposal may be a good use for this site, and that the City should, at the very least, have an opportunity to review the PUD before deciding whether or not the proposal is a good fit for the neighborhood. As PUDs act as a zoning overlay, they are a legislative decision and the City has discretion in determining whether or not to approve a PUD application; this gives the City the flexibility to review a more detailed site plan for the subject property and determine its validity at a later date. It is also important to note that the Planning Commission is not reviewing a site plan as part of this zone text amendment; it is a stand-alone application.

The following is the recommended amendment to Section 11-14-050 of the Zoning Ordinance:

11-14-050: MINIMUM LOT AND SETBACK STANDARDS:

C. Minimum Lot Size:

1. The minimum lot size for a nonresidential use or development in the BP zone shall be one-half ($\frac{1}{2}$) acre.
2. The minimum development acreage for a residential planned unit development or condominium shall be not less than ~~five (5)~~ three (3) acres. Lot size, dimensions and/or arrangement of buildings shall be determined by the planning commission after review of the conceptual development plan. Gross density shall not exceed eight (8) dwelling units per acre.

Supplemental Information

1. Vicinity Map
2. Applicant's Narrative
3. Enabling Ordinance

Applicable Ordinances

1. Title 11, Chapter 14 – Business Park Zone

Respectfully Submitted



Eric Anderson
City Planner

Review and Concur



Dave Millheim
City Manager

Farmington City



February 2, 2017

Dear Mayor and City Council,

Zone Text Amendment Letter

In working with the Planning & Zoning Department we have been made aware of zoning text that we would like to see amended concerning the Business Park zone (BP).

The current BP text found at 11-14-050 D.2 states, "The minimum development acreage for residential planned unit development or condominium shall not be less than **five (5) acres**". We believe the text should be amended in order create a greater opportunity for development, especially when that development creates a buffer between residential and business zones. We would ask that the City amend the text in 11-14-050 D.2 to read:

- "The minimum development acreage for a residential planned unit development or condominium shall be not less than **three (3) acres**."

After meeting with the City Planners and discussing the interests of the City, we strongly believe the above amendment to the Business Park zone ordinance will add strength to the desired plan the City has for the BP zone. We appreciate the time you have given to consider the above amendments and look forward to working with you in the future.

Please feel free to contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Robbins", with a stylized flourish at the end.

Peter Robbins

Contact Chad Morris at 801.856.4969 for questions or additional information

FARMINGTON, UTAH

ORDINANCE NO. 2017 -

**AN ORDINANCE AMENDING CHAPTER 14 OF THE
ZONING ORDINANCE (ZT-1-17).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendment to the Zoning Ordinance was thoroughly reviewed and the Planning Commission recommended that this change be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Amendment. Section 11-14-050 of the Farmington City Zoning Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 21st day of March, 2017.

FARMINGTON CITY

H. James Talbot
Farmington City Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

Amending Section 11-14-050 of the Zoning Ordinance reducing the minimum lot size required for a residential PUD from 5 acres to 3 acres.

11-14-050: MINIMUM LOT AND SETBACK STANDARDS:

- A. **Setback From Streets:** The minimum setback from public or private streets shall be twenty feet (20') for buildings or structures twenty feet (20') or less in height. Buildings or structures over twenty feet (20') in height shall be set back an additional ten feet (10') (30 feet total). The minimum side and rear setback from streets may be reduced through planning commission review and approval in conjunction with a conditional use and site plan application. Parking lots shall not be permitted within the minimum required street setback(s).
- B. **Commercial Side And Rear Setbacks:** The minimum side and rear setbacks from property lines shall be twenty feet (20') for buildings and structures twenty feet (20') or less in height. Buildings or structures over twenty feet (20') in height shall be set back an additional ten feet (10') (30 feet total). If the area of the side or rear setback is used for parking or as a service area, a landscaped strip, not less than ten feet (10') in width, shall be maintained along the property lines. The minimum side and rear setback for commercial buildings and structures may be reduced through planning commission review and approval in conjunction with a conditional use and site plan application. (Ord. 2015-16, 5-26-2015)
- C. **Residential Side And Rear Setbacks:**
 - 1. The minimum side yard setback from nonresidential zone boundaries for a new residence in a BP zone shall be twenty feet (20'). A mix of evergreen and deciduous trees and shrubs shall be planted in such yard area to help mitigate potential impacts from adjacent nonresidential uses;
 - 2. The minimum rear setback from nonresidential zone boundaries shall be forty feet (40'). A landscaped strip, not less than twenty feet (20') in width, shall be maintained along the rear property line to help mitigate potential impacts from adjacent nonresidential uses;
 - 3. Side and rear yard setbacks from boundaries of zones which are exclusively residential shall be the same as the adjacent residential zone.
- D. **Minimum Lot Size:**
 - 1. The minimum lot size for a nonresidential use or development in the BP zone shall be one-half ($\frac{1}{2}$) acre.

2. The minimum development acreage for a residential planned unit development or condominium shall be not less than ~~five (5)~~ three (3) acres. Lot size, dimensions and/or arrangement of buildings shall be determined by the planning commission after review of the conceptual development plan. Gross density shall not exceed eight (8) dwelling units per acre.

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

**S U B J E C T: Supplemental Information for – 650 West Road Improvement Project
Scope and Budget**

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: March 21, 2017

SUBJECT: **SUPPLEMENTAL INFORMATION FOR - APPROVE THE 650 WEST ROAD IMPROVEMENT PROJECT SCOPE AND BUDGET**

SUPPLEMENTAL INFORMATION

The recommendations from the March 14th City Council meeting have not changed that, staff report is attached at the end of this report.

During the City Council meeting on March 14th the project scope was discussed, council members requested that the project budget be evaluated to show a scenario where scope items 4, 6, and 7 are removed from consideration. Below is a breakdown of those items and a list of their individual pros and cons. How the removal of these items impacts the overall budget is shown in a table later on in the report.

- Scope item 4: Construct curb and gutter, asphalt, and all associated improvements along 650 West from Glovers Lane to approximately 1108 South.

Fund	Cost Removed From Project
City	\$ 243,070
City Impact Fees	\$ 128,801
City Water	\$ 161,567
Extension Agreements	\$ 43,671
Total	\$ 577,109

Pros to Construct	Cons to Construct
Bid has good prices.	Overall budget cost where other areas in the City have needs.
Complete the work in this area.	The road does not have the use that it is planned for and may not for a long time.
The road will be widened for when 650 West extends to Centerville.	More impact to the residents.
Replacement of a problematic waterline.	

- Scope item 6: Construct curb and gutter, asphalt tie in, and all associated improvements along 500 South from 650 West to the D&RG Trail.

Fund	Cost Removed From Project
City	\$ 76,137
City Impact Fees	\$ 0
Extension Agreements	\$ 42,407
Total	\$ 118,544

Pros to Construct	Cons to Construct
Bid has good prices.	Overall budget cost where other areas in the City have needs.
Complete the work in this area.	Have to work with UTA for the crossing of the trail.
Create sidewalk per Davis School Districts safe routes to school for the elementary and high schools.	More impact to the residents.
Address resident concerns about the lack of sidewalk.	
Pedestrian safety.	

- Scope item 7: Construct sidewalk along 500 South from the D&RG Trail to 1025 West.

Fund	Cost Removed From Project
City	\$ 30,363
Total	\$ 30,363

Pros to Construct	Cons to Construct
Bid has good prices.	Overall budget cost.
Create sidewalk per Davis School Districts safe routes to school for the elementary and high schools.	Have to work with UTA for the crossing of the trail.
Address resident concerns about the lack of sidewalk.	More impact to the residents.
Pedestrian safety.	

The City Council also wanted City Staff to investigate the number and type of extension agreements. Throughout this process there have been many discussions regarding the large variety of agreements that exist. After researching the agreements Staff has found that there are only four types of agreements that differ from each other. Attached is a table that shows these four agreements labeled as A, B, C, and D with their requirements and number of agreements.

The original estimate for the 650 West Road Improvement Project was \$4.2 million which included the east side of 1100 West, the north side of 500 South, and the Tiger Grant which are now not included in this bid. Wardell Brothers Construction bid the project at \$2,446,100.50. This bid does not include \$72,000 of traffic signal equipment to be bought directly by the City with impact fee money and \$186,900 of contingency. The total amount needed to be budgeted for the entire project is \$2,705,000.

Attached are two tables showing the previous budget estimates, the current budget and revenue estimates, and the budget with the three scope of work items removed. The second table shows a breakdown of the type and quantity of extension agreements.

ATTACHED SUPPLEMENTAL INFORMATION

1. Tables
2. March 14, 2017 City Council Staff Report

Respectively Submitted



Chad W. Boshell, P.E.
City Engineer

Reviewed and Concur



Dave Millheim
City Manager

Revenue Source	Original Estimates (Prior Authorization)	Estimated Budget Reflecting Bid and Proposed Scope	Estimated Budget Reflecting Bid Excluding 650 West south of Glovers Lane	Estimated Budget Reflecting Bid Excluding 500 South	Estimated Budget Reflecting Bid Excluding 650 West south of Glovers Lane and 500 South
City General Fund	\$ 574,000	\$ 574,000	\$ 574,000	\$ 574,000	\$ 574,000
City Proposition 1 Funds (2 years)	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
City Impact Fees	\$ 968,864	\$ 595,000	\$ 466,200	\$ 595,000	\$ 466,200
Rainy Homes (Miller Meadows)	\$ 133,334	\$ 79,000	\$ 79,000	\$ 79,000	\$ 79,000
Davis School District	\$ 509,887	\$ 381,000	\$ 381,000	\$ 381,000	\$ 381,000
LDS Seminary	\$ -	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Ivory Homes (Davis Creek)	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Tiger Grant (Not in bid)	\$ 700,000	\$ -	\$ -	\$ -	\$ -
Extension Agreements	\$ 500,000	\$ 330,000	\$ 286,000	\$ 287,593	\$ 243,593
Farmington City Water (650 West line replacement - south of Glovers Lane)	\$ -	\$ 162,000	\$ -	\$ 162,000	\$ -
Total Proposed Revenue	\$ 3,936,085	\$ 2,705,000	\$ 2,370,200	\$ 2,662,593	\$ 2,327,793
Expenditures					
Project Bid Amount	\$ -	\$ 2,446,100	\$ 1,868,991	\$ 2,297,193	\$ 1,720,084
Direct Purchase of Traffic Signal Equipment	\$ -	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000
Contingency	\$ -	\$ 186,900	\$ 186,900	\$ 186,900	\$ 186,900
Total Amount Needed to be Funded	\$ 4,200,000	\$ 2,705,000	\$ 2,127,891	\$ 2,556,093	\$ 1,978,984
Surplus / Unfunded	\$ (263,915)	\$ -	\$ 242,309	\$ 106,500	\$ 348,809

Agreement	Extension Agreement Types			
	A	B	C	D
Description of requirements	curb, gutter, asphalt tie in (asphalt extension), etc.	curb, gutter, sidewalk, and other off site improvements as set forth in said ordinance*	curb, gutter, roadbase, subgrade, asphalt, sidewalk, underground utilities (including storm drain)	curb, gutter, sidewalk
Number of agreements in project area	19	8	4	2

*The said ordinance in the B agreement includes asphalt, road base, and many other improvements. The County ordinance for these agreements is available.



FARMINGTON CITY

City Council Staff Report

IL. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: March 14, 2017

SUBJECT: **APPROVE THE 650 WEST ROAD IMPROVEMENT PROJECT SCOPE AND BUDGET**

RECOMMENDATION

Approve the project scope for construction of the 650 West Road Improvement Project as follows:

1. Construct curb and gutter, asphalt, and all associated improvements along Glovers Lane from approximately Hardy Lane to 650 West.
2. Construct curb and gutter, sidewalk, asphalt, asphalt trail, and all associated improvements along Glovers Lane from 650 West to Country Lane.
3. Construct curb and gutter, asphalt, and all associated improvements along 650 West from Glovers Lane to approximately 250 South.
4. Construct curb and gutter, asphalt, and all associated improvements along 650 West from Glovers Lane to approximately 1108 South.
5. Construct curb and gutter, sidewalk, asphalt tie in, and all associated improvements on the west side of 1100 West.
6. Construct curb and gutter, asphalt tie in, and all associated improvements along 500 South from 650 West to the D&RG Trail.
7. Construct sidewalk along 500 South from the D&RG Trail to 1025 West.

BACKGROUND

The design for the 650 West Road Improvement Project has been completed for the entire original project area as discussed in previous council meetings. All of the areas were bid except for the east side of 1100 West and the north side of 500 South. The east side of 1100 West was excluded due to uncertainty caused by West Davis Corridor while the north side of 500 South was not bid because of gaps that would remain until future development and due to lack of use and need.

The schedule for the project was discussed during the March 7th City Council meeting. In order to meet the schedule and commence the project the scope of work for the project needs to be determined. On Friday the City received 5 bids for the 650 West Road Improvement Project as shown below:

Contractor	Total Bid
Wardell Brothers	\$2,446,100.50
Whitaker	\$2,762,565,.40
MC Green	\$3,233,038.14
Geneva	\$3,487,221.00
Hogan	\$3,946,840.63

City Staff are currently evaluating the bid and breaking each bid item into various budget categories. The proposed budget will be provided and presented during the City Council meeting.

The budget that will be presented and discussed will be comprised of the following revenue sources:

- City general fund
- City prop 1 funds
- City impact fees
- City water fund
- Miller Meadows reimbursement
- Ivory Homes reimbursement
- LDS Seminary reimbursement
- Davis School District reimbursement
- Tiger Grant
- Extension agreements

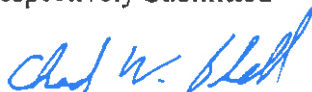
There are different forms of extension agreements that cover various improvements. The extension agreement holder will be responsible for what is written in the agreement and all costs incurred to construct those improvements. For example the agreements that include asphalt tie ins will be responsible for costs to excavate existing ground to subgrade, prepare subgrade, install road base, and pave the asphalt. If their water meter, mail box, fence or any other item needs to be removed and relocated to build the asphalt then that cost will be included in their assessment. For those residents who have the option and choose to perform the work themselves they will need to follow all of the City's permitting and bonding requirements.

City Staff recommends approving the project scope as outlined in the recommendations.

SUPPLEMENTAL INFORMATION

None

Respectively Submitted



Chad Boshell
City Engineer

Reviewed and Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: Award of Bid for 650 West Project

ACTION TO BE CONSIDERED:

Approve construction services and contract for the 650 West Street Improvement Project to Wardell Brothers Construction for the amount of \$2,446,100.50.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: March 21, 2017

SUBJECT: **APPROVE THE CONTRACTOR AND CONTRACT FOR THE 650 WEST ROAD IMPROVEMENT PROJECT**

RECOMMENDATION

Approve construction services and contract for the 650 West Street Improvement Project to Wardell Brothers Construction for the amount of \$2,446,100.50.

BACKGROUND

On Friday the City received 5 bids for the 650 West Road Improvement Project as shown below:

Contractor	Total Bid
Wardell Brothers	\$2,446,100.50
Whitaker	\$2,762,565.40
MC Green	\$3,233,038.14
Geneva	\$3,487,221.00
Hogan	\$3,946,840.63

The project construction is planned to start in the middle of April and be done in November of 2017. City staff recommends awarding the 650 West Street Improvement Project to Wardell Brothers Construction.

SUPPLEMENTAL INFORMATION

1. Contract
2. Bid Tabulation

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

SECTION 0520
STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between the City of Farmington, UT ("Owner") and Wardell Brothers Construction "Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal of various existing landscape, roadway pavements, driveways, and other improvements within the project construction limits and rights-of-way to construct - develop each right-of way to their fullest extent. Work includes asphalt pavement removal for roadways and driveways; gravel and concrete driveway removal; construct asphalt paving, curbs and gutters, drive aprons, sidewalks, asphalt trails, handicap access ramps, install new traffic signal and appurtenances, construct new storm drain pipe and structures, construct 1,000± lf new waterline with new hydrants and transfer of water services, relocate existing water meters and fire hydrants into parkstrip, adjust all valve boxes and utility manholes and boxes to grade and install concrete collars, coordinate w/ jurisdictional utilities for relocation their utilities, fence and mailbox relocations, pavement striping and markings, install various road signs, and all other incidentals and restorations to complete the work in accordance with the project plans, specifications and jurisdictional agency standards and requirements.

- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Farmington City Corporation: "Farmington 650 West Road Improvements Project"

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by CRS Consulting Engineers Incorporated (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before **October 20, 2017**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **November 1, 2017**.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with State of Utah law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including

any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions (pages 1 to 62, inclusive).
 - 5. Supplementary Conditions (pages 1 to 16, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 47 sheets with each sheet bearing the following general title: Farmington City 650 West Road Reconstruction
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 12, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract. IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Farmington

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

720 W 100 N

Farmington, UT 84025

License No.: _____
(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

END OF SECTION

**SECTION 00410
BID FORM**

**Farmington, Utah
Farmington 650 West Road Improvements Project**

Bids Opened: Friday, March 10, 2017, 10:00 a.m. MST

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	3
Article 2 – Bidder’s Acknowledgements	3
Article 3 – Bidder’s Representations	3
Article 4 – Bidder’s Certification.....	4
Article 5 – Basis of Bid	5
Article 6 – Time of Completion	9
Article 7 – Attachments to This Bid	10
Article 8 – Defined Terms	10
Article 9 – Bid Submittal.....	10

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington Public Works Dept. 720 West 100 North, Farmington, UT 84025

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>ADDENDUM 1</u>	<u>MARCH 6, 2017</u>
<u>ADDENDUM 2</u>	<u>MARCH 8, 2017</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

It is the intent of Farmington City to award a single construction contract for construction of the Base Bid and Bid Alternate 1. Therefore, Bids will be evaluated based on the Combined Sum of the Base Bid and Bid Alternate 1.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid

#	Item	Quantity	Units	Unit Price	Total Cost
1	Mobilization / Demobilization	1	LS	50,000.00	50,000.00
2	Traffic Control	1	LS	15,000.00	15,000.00
3	Construct 24" Dia. Storm Drain	1,147	LF	45.00	51,615.00
4	Construct Concrete Drive Aprons	3,338	SF	5.50	18,359.00
5	Construct 18" Dia. Storm Drain	457	LF	49.00	22,393.00
6	Construct 15" Dia. Storm Drain	639	LF	71.00	45,369.00
7	Remove Existing Storm Drain Box	3	EA	500.00	1,500.00
8	New Storm Drain Manhole	8	EA	475.00	3,800.00
9	New Storm Drain Combination Box	7	EA	3,890.00	27,230.00
10	New Storm Drain Curb Inlet Box	24	EA	2,550.00	61,200.00
11	New 8" Dia. Culinary Waterline	0	LF		—
12	New Fire Hydrant Assembly	4	EA	4,800.00	19,200.00
13	Connect New Culinary Waterline to Existing Cross -STA. 22+21±	0	EA		—
14	Connect New Culinary Waterline to Existing Culinary Waterline - STA. 10+90±	0	LS		—
15	Install New 1" Culinary Water Service and Set New Water Meter	0	EA		—
16	Install New 3/4" Culinary Water Service and Set New Water Meter	0	EA		—
17	Relocate Existing Fire Hydrant	5	EA	4,055.00	20,275.00
18	Relocate Existing 1" Culinary Water Meter-Service	8	EA	1,790.00	14,320.00
19	Relocate Existing 3/4" Culinary Water Meter-Service	7	EA	1,580.00	11,060.00
20	Relocate Existing 2" Secondary Water Service	8	EA	1,850.00	14,800.00
21	New Curb & Gutter	12,500	LF	16.50	206,250.00
22	New 5' Sidewalk (6" Thick)	16,307	SF	5.50	89,688.50
23	Remove Asphalt Pavement	17,750	SY	2.30	40,825.00
24	Subgrade Preparation and Grading Below Existing Roadway Pavements and Shoulders	53,500	SY	.40	21,400.00

25	Install 12" Untreated Base Course Under Asphalt Pavement	31,640	SY	9.50	300,580.00
26	Install 4" Asphalt Pavement	31,640	SY	12.75	403,410.00
27	Construct 8' Multipurpose Trail	512	SY	33.00	16,896.00
28	Relocate UTA Swing Gates (Pair)	2	EA	1200.00	2,400.00
29	Remove and Dispose of Existing UTA Concrete Access Approach and Asphalt Trail to Construct Road Improvements	2	EA	1,000.00	2,000.00
30	Construct New UTA Concrete Access Approach w/ Fence Relocation @ Trail	2	EA	2,900.00	5,800.00
31	Remove, Salvage and Relocate Traffic Control and Pedestrian Crossing Signs (UTA R/W)	6	EA	550.00	3,300.00
32	Remove and Reconstruct Concrete Driveway(s)	1,407	SF	9.00	12,663.00
33	Remove and Reconstruct Asphalt Driveway(s)	1,132	SF	8.00	9,056.00
34	Remove and Reconstruct Gravel Driveway(s)	6,610	SF	1.60	10,576.00
35	Paint Striping/Messages	1	LS	2600.00	2,600.00
36	Adjust Water Valve Boxes to Grade and Collar	27	EA	375.00	10,125.00
37	Adjust Manhole to Grade and Install Concrete Collar	40	EA	650.00	26,000.00
38	Remove Existing Sewer Manhole Cone Section and Install New Offset Cone Section Complete with New Frame, Non-Vented Lid and Concrete Collar	4	EA	1900.00	7,600.00
39	Adjust (Lower) Existing Manhole to Match Finish Pavement Grade	2	EA	1,500.00	3,000.00
40	Remove Salvage and Relocate Mail Box	25	EA	200.00	5,000.00
41	Remove Salvage and Relocate Brick Mail Box	5	EA	1,500.00	7,500.00
42	Remove and Reconstruct Field Fence	730	LF	9.00	6,570.00
43	Remove and Reconstruct Chain Link Fence	250	LF	19.00	4,750.00
44	Remove and Reconstruct Vinyl Fence	560	LF	18.00	10,080.00
45	Remove and Reconstruct Wood Fence	N/A	LF	N/A	N/A
46	Remove and Reconstruct Wrought Iron Fence	0	LF		-
47	Remove and Reconstruct Wrought Iron Fence w/ Rock Columns	205	LF	33.00	6,765.00

48	Remove and Reconstruct Fabricated Metal Tube Panel Cattle Fence	250	LF	13.00	3,250.00
49	Remove and Reconstruct Fabricated 6"x 6" and/or 4"x4" WWM Metal Cattle Panel Fence	300	LF	20.00	6,000.00
50	Install Temporary Fence	1,800	LF	6.00	10,800.00
51	Remove Existing Tree/Shrubs	1	LS	6,450.00	6,450.00
52	Coordinate with Individual Property Owner(s) to Remove Landscape and Sprinkler Improvements	1	LS	5,000.00	5,000.00
53	Install Traffic Signal at Glovers Lane and 650 West Intersection	1	LS	60,000.00	60,000.00
54	Construct ADA Ramp	4	EA	1,200.00	4,800.00
55	Remove Existing Storm Drain Grate and Install MH Lid	4	EA	1,275.00	5,100.00
56	Remove Curb & Gutter	860	LF	5.00	4,300.00
57	Install 4" Asphalt Pavement "T" Patch	850	SY	22.50	19,125.00
58	Remove Existing Irrigation Structure	2	EA	500.00	1,000.00
59	New 8" Pre-Fabricated Steel Cullinary Water Loop	0	EA		-
60	New 6" Pre-Fabricated Steel Fire Hydrant Loop	0	EA		-
61	New Street Monument	6	EA	400.00	2,400.00
62	Roadway Cut Excavation	9,047	CY	7.00	63,329.00
63	Roadway Subgrade Fill and Compaction	7,589	CY	5.00	37,945.00
64	Construct 21" Dia. Storm Drain	0	LF		-
65	Clearing and Grubbing	1	LS	14,550.00	14,550.00
66	Remove Fire Hydrant	1	EA	1,200.00	1,200.00
67	Construct Temporary Base Course Drive Apron	5,490	SF	1.30	7,137.00
68	Construct 4' Waterway	140	LF	45.00	6,300.00
69	New Fire Hydrant Assembly W/ Tapping Tee (650 West)	3	EA	6,450.00	19,350.00
	TOTAL BASE BID	-	-	-	1,868,991.50

Bid Alternate 1

#	Item	Quantity	Units	Unit Price	Total Cost
1	Mobilization / Demobilization	1	LS	10,000.00	10,000.00
2	Traffic Control	1	LS	5,000.00	5,000.00

4	Construct Concrete Drive Aprons	0	SF		—
6	Construct 15" Dia. Storm Drain	363	LF	61.00	22,143.00
8	New Storm Drain Manhole	2	EA	3,890.00	7,780.00
9	New Storm Drain Combination Box	1	EA	4,000.00	4,000.00
10	New Storm Drain Curb Inlet Box	4	EA	3,150.00	12,600.00
11	New 8" Dia. Culinary Waterline	1,152	LF	56.00	64,512.00
12	New Fire Hydrant Assembly	4	EA	4,800.00	19,200.00
13	Connect New Culinary Waterline to Existing Cross -STA. 22+21±	1	EA	3,200.00	3,200.00
14	Connect New Culinary Waterline to Existing Culinary Waterline - STA. 10+90±	1	LS	3,300.00	3,300.00
15	Install New 1" Culinary Water Service and Set New Water Meter	7	EA	2,100.00	14,700.00
16	Install New 3/4" Culinary Water Service and Set New Water Meter	7	EA	1,860.00	13,020.00
20	Relocate Existing 2" Secondary Water Service	8	EA	1,850.00	14,800.00
21	New Curb & Gutter	2,120	LF	16.50	34,980.00
22	New 5' Sidewalk (6" Thick)	0	SF		—
23	Remove Asphalt Pavement	3,000	SY	3.00	9,000.00
24	Subgrade Preparation and Grading Below Existing Roadway Pavements and Shoulders	9,420	SY	.40	3,768.00
25	Install 12" Untreated Base Course Under Asphalt Pavement	6,168	SY	9.50	58,596.00
26	Install 4" Asphalt Pavement	6,168	SY	12.75	78,642.00
32	Remove and Reconstruct Concrete Driveway(s)	1,407	SF	9.00	12,663.00
33	Remove and Reconstruct Asphalt Driveway(s)	1,152	SF	10.00	11,520.00
34	Remove and Reconstruct Gravel Driveway(s)	2,500	SF	1.60	4,000.00
35	Paint Striping/Messages	1	LS	1,000.00	1,000.00
36	Adjust Water Valve Boxes to Grade and Collar	6	EA	375.00	2,250.00
37	Adjust Manhole to Grade and Install Concrete Collar	4	EA	650.00	2,600.00
38	Remove Existing Sewer Manhole Cone Section and Install New Offset Cone Section Complete with New Frame, Non-Vented Lid and Concrete Collar	2	EA	1,900.00	3,800.00
39	Adjust (Lower) Existing Manhole to Match Finish Pavement Grade	2	EA	1,500.00	3,000.00
40	Remove Salvage and Relocate Mail Box	10	EA	200.00	2,000.00

41	Remove Salvage and Relocate Brick Mail Box	3	EA	1,500.00	4,500.00
42	Remove and Reconstruct Field Fence	730	LF	9.00	6,570.00
43	Remove and Reconstruct Chain Link Fence	380	LF	19.00	7,220.00
44	Remove and Reconstruct Vinyl Fence	0	LF		—
45	Remove and Reconstruct Wood Fence	N/A	LF	N/A	N/A
46	Remove and Reconstruct Wrought Iron Fence	20	LF	50.00	1,000.00
50	Install Temporary Fence	0	LF		—
51	Remove Existing Tree/Shrubs	1	LS	3,500.00	3,500.00
52	Coordinate with Individual Property Owner(s) to Remove Landscape and Sprinkler Improvements	1	LS	2,500.00	2,500.00
57	Install 4" Asphalt Pavement "T" Patch	0	SY		—
59	New 8" Pre-Fabricated Steel Culinary Water Loop	2	EA	5,280.00	10,560.00
60	New 6" Pre-Fabricated Steel Fire Hydrant Loop	2	EA	5,050.00	10,100.00
62	Roadway Cut Excavation	6,326	CY	12.50	79,075.00
63	Roadway Subgrade Fill and Compaction	115	CY	30.00	3,450.00
64	Construct 21" Storm Drain	382	LF	45.00	17,190.00
65	Clearing and Grubbing	1	LS	5,000.00	5,000.00
66	Remove Fire Hydrant	1	EA	1,200.00	1,200.00
67	Construct Temporary Base Course Drive Apron	2,536	SF	1.25	3,170.00
	TOTAL BID ALTERNATE 1	-	-	-	577,109.00
	TOTAL BASE BID PLUS (+) BID ALTERNATE 1	-	-	-	2,446,100.50

Owner reserves the right to increase or decrease all quantities by up to 100% at the stated unit price.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Time of Completion

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

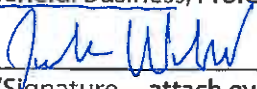
Name (typed or printed): _____

A Corporation

Corporation Name: WARDELL BROTHERS CONSTRUCTION, INC. (SEAL)

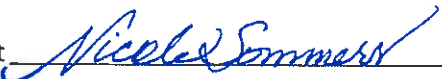
State of Incorporation: UTAH

Type (General Business, Professional, Service, Limited Liability): GENERAL E-100

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): JORDACHE WARDELL

Title: TREASURER / PROJECT MANAGER
(CORPORATE SEAL)

Attest: 

Date of Qualification to do business in Utah is 11 / 30 / 2003.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidders Information

Bidder's Business Address P.O. Box 827 386 E. 125 N.
MORGAN, UT 84050

Phone No. (801) 829-4999 Fax No. (801) 829-3064

E-mail jwardell@wardellbrothers.com (if available)

SUBMITTED on MARCH 10, 2017.

State Contractor License No. 5521203-5501.

END OF SECTION

Bid Tabulation

Project: 650 West Road Improvement Project
Account #
Engineer: Farmington

ITEM	DESCRIPTION	Engineer's Estimate			Wardell Brothers			Geneva Rock			Hogan & Associates			M.C. Green			Whitaker Construction		
		UNIT	TOTAL QUANTITY	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Mobilization / Demobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 217,000.00	\$ 217,000.00	\$ 345,987.85	\$ 345,987.85	\$ 88,710.00	\$ 88,710.00	\$ 345,987.85	\$ 345,987.85	\$ 88,710.00	\$ 88,710.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00	\$ 209,500.00
2	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00	\$ 60,000.00	\$ 53,592.30	\$ 53,592.30	\$ 53,000.00	\$ 53,000.00	\$ 53,592.30	\$ 53,592.30	\$ 53,000.00	\$ 53,000.00	\$ 13,400.00	\$ 13,400.00	\$ 13,400.00	\$ 13,400.00
3	Construct 24" Dia. Storm Drain	LF	1,147	\$ 45.00	\$ 51,615.00	\$ 89.00	\$ 102,083.00	\$ 53.53	\$ 61,398.91	\$ 76.16	\$ 87,355.52	\$ 53.53	\$ 61,398.91	\$ 76.16	\$ 87,355.52	\$ 64.00	\$ 73,408.00	\$ 64.00	\$ 73,408.00
4	Construct Concrete Drive Aprons	SF	3,338	\$ 5.50	\$ 18,359.00	\$ 8.00	\$ 26,704.00	\$ 12.31	\$ 41,090.78	\$ 7.07	\$ 23,599.68	\$ 12.31	\$ 41,090.78	\$ 7.07	\$ 23,599.68	\$ 5.90	\$ 19,694.20	\$ 5.90	\$ 19,694.20
5	Construct 18" Dia. Storm Drain	LF	457	\$ 49.00	\$ 22,393.00	\$ 80.00	\$ 36,560.00	\$ 45.92	\$ 20,985.44	\$ 84.18	\$ 38,330.26	\$ 45.92	\$ 20,985.44	\$ 84.18	\$ 38,330.26	\$ 59.50	\$ 27,181.50	\$ 59.50	\$ 27,181.50
6	Construct 15" Dia. Storm Drain	LF	639	\$ 71.00	\$ 45,369.00	\$ 99.00	\$ 63,261.00	\$ 53.62	\$ 34,263.18	\$ 70.55	\$ 45,081.45	\$ 53.62	\$ 34,263.18	\$ 70.55	\$ 45,081.45	\$ 59.50	\$ 38,020.50	\$ 59.50	\$ 38,020.50
7	Remove Existing Storm Drain Box	EA	3	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 1,369.10	\$ 4,107.30	\$ 640.00	\$ 1,920.00	\$ 1,369.10	\$ 4,107.30	\$ 640.00	\$ 1,920.00	\$ 175.00	\$ 525.00	\$ 175.00	\$ 525.00
8	New Storm Drain Manhole	EA	8	\$ 475.00	\$ 3,800.00	\$ 4,800.00	\$ 38,400.00	\$ 3,729.02	\$ 29,832.16	\$ 2,579.00	\$ 20,632.00	\$ 3,729.02	\$ 29,832.16	\$ 2,579.00	\$ 20,632.00	\$ 3,380.00	\$ 26,240.00	\$ 3,380.00	\$ 26,240.00
9	New Storm Drain Combination Box	EA	7	\$ 3,690.00	\$ 25,830.00	\$ 8,300.00	\$ 58,100.00	\$ 4,750.48	\$ 33,253.36	\$ 4,197.00	\$ 35,379.00	\$ 4,750.48	\$ 33,253.36	\$ 4,197.00	\$ 35,379.00	\$ 4,820.00	\$ 33,340.00	\$ 4,820.00	\$ 33,340.00
10	New Storm Drain Curb Inlet Box	EA	24	\$ 2,550.00	\$ 61,200.00	\$ 4,700.00	\$ 112,800.00	\$ 3,724.46	\$ 89,387.04	\$ 3,577.00	\$ 85,848.00	\$ 3,724.46	\$ 89,387.04	\$ 3,577.00	\$ 85,848.00	\$ 3,760.00	\$ 90,240.00	\$ 3,760.00	\$ 90,240.00
11	New 8" Dia. Culinary Waterline	LF	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 39.17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 39.17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
12	New Fire Hydrant Assembly	EA	4	\$ 4,800.00	\$ 19,200.00	\$ 7,500.00	\$ 30,000.00	\$ 7,114.91	\$ 28,459.64	\$ 5,180.00	\$ 20,720.00	\$ 7,114.91	\$ 28,459.64	\$ 5,180.00	\$ 20,720.00	\$ 5,400.00	\$ 21,600.00	\$ 5,400.00	\$ 21,600.00
13	Connect New Culinary Waterline to Existing Cross - STA. 22+21s	EA	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,332.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,332.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
14	Connect New Culinary Waterline to Existing Culinary Waterline - STA. 10+80s	LS	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,632.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,632.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
15	Install New 1" Culinary Water Service and Set New Water Meter	EA	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,312.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,312.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
16	Install New 3/4" Culinary Water Service and Set New Water Meter	EA	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,104.76	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,104.76	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
17	Relocate Existing Fire Hydrant	EA	5	\$ 4,055.00	\$ 20,275.00	\$ 3,500.00	\$ 17,500.00	\$ 4,903.95	\$ 24,519.25	\$ 4,930.00	\$ 24,650.00	\$ 4,903.95	\$ 24,519.25	\$ 4,930.00	\$ 24,650.00	\$ 2,170.00	\$ 10,850.00	\$ 2,170.00	\$ 10,850.00
18	Relocate Existing 1" Culinary Water Meter-Service	EA	8	\$ 1,790.00	\$ 14,320.00	\$ 1,900.00	\$ 15,200.00	\$ 1,455.33	\$ 11,642.64	\$ 1,255.00	\$ 10,040.00	\$ 1,455.33	\$ 11,642.64	\$ 1,255.00	\$ 10,040.00	\$ 1,450.00	\$ 11,600.00	\$ 1,450.00	\$ 11,600.00
19	Relocate Existing 3/4" Culinary Water Meter-Service	EA	7	\$ 1,590.00	\$ 11,060.00	\$ 1,700.00	\$ 11,900.00	\$ 1,297.48	\$ 9,082.22	\$ 1,190.00	\$ 9,330.00	\$ 1,297.48	\$ 9,082.22	\$ 1,190.00	\$ 9,330.00	\$ 1,230.00	\$ 8,610.00	\$ 1,230.00	\$ 8,610.00
20	Relocate Existing 2" Secondary Water Service	EA	8	\$ 1,950.00	\$ 15,600.00	\$ 2,500.00	\$ 20,000.00	\$ 1,442.20	\$ 11,537.60	\$ 1,454.00	\$ 11,632.00	\$ 1,442.20	\$ 11,537.60	\$ 1,454.00	\$ 11,632.00	\$ 1,100.00	\$ 8,800.00	\$ 1,100.00	\$ 8,800.00
21	New Curb & Gutter	LF	12,500	\$ 16.50	\$ 206,250.00	\$ 18.00	\$ 225,000.00	\$ 22.11	\$ 276,375.00	\$ 19.40	\$ 242,500.00	\$ 22.11	\$ 276,375.00	\$ 19.40	\$ 242,500.00	\$ 15.50	\$ 193,750.00	\$ 15.50	\$ 193,750.00
22	New 5" Sidewalk (6" Thick)	SF	16,307	\$ 5.50	\$ 89,888.50	\$ 7.00	\$ 114,149.00	\$ 6.47	\$ 105,506.29	\$ 6.74	\$ 109,808.18	\$ 6.47	\$ 105,506.29	\$ 6.74	\$ 109,808.18	\$ 7.10	\$ 115,778.70	\$ 7.10	\$ 115,778.70
23	Remove Asphalt Pavement	SY	17,750	\$ 2.30	\$ 40,825.00	\$ 3.00	\$ 53,250.00	\$ 17.18	\$ 304,590.00	\$ 3.15	\$ 55,912.50	\$ 17.18	\$ 304,590.00	\$ 3.15	\$ 55,912.50	\$ 0.80	\$ 14,200.00	\$ 0.80	\$ 14,200.00
24	Subgrade Preparation and Grading Below Existing Roadway Pavements and Shoulders	SY	53,500	\$ 0.40	\$ 21,400.00	\$ 0.90	\$ 48,150.00	\$ 3.06	\$ 163,710.00	\$ 0.86	\$ 46,010.00	\$ 3.06	\$ 163,710.00	\$ 0.86	\$ 46,010.00	\$ 0.55	\$ 29,425.00	\$ 0.55	\$ 29,425.00
25	Install 12" Untreated Base Course Under Asphalt Pavement	SY	31,640	\$ 9.50	\$ 300,580.00	\$ 15.00	\$ 474,600.00	\$ 10.42	\$ 329,688.80	\$ 10.71	\$ 338,864.40	\$ 10.42	\$ 329,688.80	\$ 10.71	\$ 338,864.40	\$ 10.50	\$ 332,220.00	\$ 10.50	\$ 332,220.00
26	Install 4" Asphalt Pavement	SY	31,640	\$ 12.75	\$ 403,410.00	\$ 15.00	\$ 474,600.00	\$ 14.61	\$ 462,260.40	\$ 14.27	\$ 451,502.80	\$ 14.61	\$ 462,260.40	\$ 14.27	\$ 451,502.80	\$ 14.00	\$ 442,960.00	\$ 14.00	\$ 442,960.00
27	Construct 8" Multipurpose Trail	SY	512	\$ 33.00	\$ 16,896.00	\$ 31.00	\$ 15,872.00	\$ 25.93	\$ 13,276.16	\$ 25.93	\$ 13,276.16	\$ 25.93	\$ 13,276.16	\$ 25.93	\$ 13,276.16	\$ 26.50	\$ 14,592.00	\$ 26.50	\$ 14,592.00
28	Relocate UTA Swing Gates (Pair)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,144.25	\$ 2,288.50	\$ 1,194.00	\$ 2,388.00	\$ 1,144.25	\$ 2,288.50	\$ 1,194.00	\$ 2,388.00	\$ 1,220.00	\$ 2,440.00	\$ 1,220.00	\$ 2,440.00
29	Remove and Dispose of Existing UTA Concrete Access Approach and Asphalt Trail to Construct Road Improvements	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 945.30	\$ 1,890.60	\$ 3,840.00	\$ 7,680.00	\$ 945.30	\$ 1,890.60	\$ 3,840.00	\$ 7,680.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
30	Construct New UTA Concrete Access Approach w/ Fence Relocation @ Trail	EA	2	\$ 2,900.00	\$ 5,800.00	\$ 5,000.00	\$ 10,000.00	\$ 3,428.15	\$ 6,856.30	\$ 1,194.00	\$ 2,388.00	\$ 3,428.15	\$ 6,856.30	\$ 1,194.00	\$ 2,388.00	\$ 2,910.00	\$ 5,820.00	\$ 2,910.00	\$ 5,820.00
31	Remove, Salvage and Relocate Traffic Control and Pedestrian Crossing Signs (UTA ROW)	EA	6	\$ 550.00	\$ 3,300.00	\$ 500.00	\$ 3,000.00	\$ 115.00	\$ 690.00	\$ 595.00	\$ 3,570.00	\$ 115.00	\$ 690.00	\$ 595.00	\$ 3,570.00	\$ 470.00	\$ 2,820.00	\$ 470.00	\$ 2,820.00
32	Remove and Reconstruct Concrete Driveway(s)	SF	1,407	\$ 9.00	\$ 12,663.00	\$ 9.00	\$ 12,663.00	\$ 13.06	\$ 18,375.42	\$ 9.60	\$ 13,507.20	\$ 13.06	\$ 18,375.42	\$ 9.60	\$ 13,507.20	\$ 5.70	\$ 8,019.90	\$ 5.70	\$ 8,019.90
33	Remove and Reconstruct Asphalt Driveway(s)	SF	1,132	\$ 8.00	\$ 9,056.00	\$ 6.50	\$ 7,358.00	\$ 3.75	\$ 4,245.00	\$ 3.75	\$ 4,245.00	\$ 3.75	\$ 4,245.00	\$ 3.75	\$ 4,245.00	\$ 8.00	\$ 9,056.00	\$ 8.00	\$ 9,056.00
34	Remove and Reconstruct Gravel Driveway(s)	SF	6,810	\$ 1.60	\$ 10,896.00	\$ 3.00	\$ 19,830.00	\$ 5.06	\$ 33,446.60	\$ 1.82	\$ 12,030.20	\$ 5.06	\$ 33,446.60	\$ 1.82	\$ 12,030.20	\$ 1.40	\$ 9,524.00	\$ 1.40	\$ 9,524.00
35	Paint Striping/Messages	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 17,825.00	\$ 17,825.00	\$ 7,500.00	\$ 7,500.00	\$ 17,825.00	\$ 17,825.00	\$ 7,500.00	\$ 7,500.00	\$ 2,370.00	\$ 2,370.00	\$ 2,370.00	\$ 2,370.00
36	Adjust Water Valve Boxes to Grade and Collar	EA	27	\$ 375.00	\$ 10,125.00	\$ 400.00	\$ 10,800.00	\$ 460.00	\$ 12,420.00	\$ 410.00	\$ 11,070.00	\$ 460.00	\$ 12,420.00	\$ 410.00	\$ 11,070.00	\$ 345.00	\$ 9,315.00	\$ 345.00	\$ 9,315.00
37	Adjust Manhole to Grade and Install Concrete Collar	EA	40	\$ 650.00	\$ 26,000.00	\$ 800.00	\$ 32,000.00	\$ 672.75	\$ 26,910.00	\$ 585.00	\$ 23,400.00	\$ 672.75	\$ 26,910.00	\$ 585.00	\$ 23,400.00	\$ 445.00	\$ 17,800.00	\$ 445.00	\$ 17,800.00

38	Remove Existing Sewer Manhole Cone Section and Install New Offset Cone Section Complete with New Frame, Non-Vented Lid and Concrete Collar Pavement Grade	EA	4	\$ 1,900.00	\$7,600.00	\$ 2,000.00	\$8,000.00	\$ 2,321.88	\$9,287.52	\$ 1,863.24	\$6,652.96	\$ 1,520.00	\$6,080.00
39	Adjust (Lower) Existing Manhole to Match Finish	EA	2	\$ 1,500.00	\$3,000.00	\$ 1,000.00	\$2,000.00	\$ 1,150.00	\$2,300.00	\$ 900.00	\$1,800.00	\$ 1,110.00	\$2,220.00
40	Remove Salvage and Relocate Mail Box	EA	25	\$ 200.00	\$5,000.00	\$ 100.00	\$2,500.00	\$ 115.00	\$2,875.00	\$ 485.00	\$12,125.00	\$ 100.00	\$2,500.00
41	Remove Salvage and Relocate Brick Mail Box	EA	5	\$ 1,500.00	\$7,500.00	\$ 400.00	\$2,000.00	\$ 1,725.00	\$8,625.00	\$ 1,750.00	\$8,750.00	\$ 410.00	\$2,050.00
42	Remove and Reconstruct Field Fence	LF	730	\$ 9.00	\$6,570.00	\$ 9.00	\$6,570.00	\$ 17.25	\$12,592.50	\$ 8.54	\$6,234.20	\$ 9.00	\$6,570.00
43	Remove and Reconstruct Chain Link Fence	LF	250	\$ 19.00	\$4,750.00	\$ 20.00	\$5,000.00	\$ 20.70	\$5,175.00	\$ 18.77	\$4,692.50	\$ 20.50	\$5,125.00
44	Remove and Reconstruct Vinyl Fence	LF	560	\$ 18.00	\$10,080.00	\$ 20.00	\$11,200.00	\$ 18.72	\$11,043.20	\$ 18.00	\$10,080.00	\$ 34.00	\$18,040.00
45	Remove and Reconstruct Wood Fence	LF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
46	Remove and Reconstruct Wrought Iron Fence	LF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 172.50	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
47	Remove and Reconstruct Wrought Iron Fence w/ Rock Columns	LF	205	\$ 33.00	\$6,765.00	\$ 105.00	\$21,525.00	\$ 149.50	\$30,647.50	\$ 130.55	\$26,762.75	\$ 145.00	\$29,725.00
48	Remove and Reconstruct Fabricated Metal Tube Panel Cattle Fence	LF	250	\$ 13.00	\$3,250.00	\$ 12.00	\$3,000.00	\$ 23.00	\$5,750.00	\$ 11.10	\$2,775.00	\$ 22.50	\$5,825.00
49	Remove and Reconstruct Fabricated 6"x6" and/or 4"x4" WMM Metal Cattle Panel Fence	LF	300	\$ 20.00	\$6,000.00	\$ 20.00	\$6,000.00	\$ 23.00	\$6,900.00	\$ 19.80	\$5,640.00	\$ 22.50	\$6,750.00
50	Install Temporary Fence	LF	1,800	\$ 6.00	\$10,800.00	\$ 6.00	\$10,800.00	\$ 11.50	\$20,700.00	\$ 5.81	\$10,458.00	\$ 6.80	\$12,240.00
51	Remove Existing Tree/Shrubs	LS	1	\$ 6,450.00	\$6,450.00	\$ 15,000.00	\$15,000.00	\$ 17,825.00	\$17,825.00	\$ 11,500.00	\$11,500.00	\$ 3,700.00	\$3,700.00
52	Coordinate with Individual Property Owner(s) to Remove Landscape and Sprinkler Improvements	LS	1	\$ 5,000.00	\$5,000.00	\$ 1,000.00	\$1,000.00	\$ 5,980.00	\$5,980.00	\$ 6,600.00	\$6,600.00	\$ 3,520.00	\$3,520.00
53	Install Traffic Signal at Glovers Lane and 650 West Intersection	LS	1	\$ 60,000.00	\$60,000.00	\$ 70,000.00	\$70,000.00	\$ 66,329.70	\$66,329.70	\$ 80,735.11	\$80,735.11	\$ 65,100.00	\$65,100.00
54	Construct ADA Ramp	EA	4	\$ 1,200.00	\$4,800.00	\$ 2,200.00	\$8,800.00	\$ 2,919.62	\$11,679.48	\$ 3,289.00	\$13,156.00	\$ 1,070.00	\$4,280.00
55	Remove Existing Storm Drain Grate and Install MH Lid	EA	4	\$ 1,275.00	\$5,100.00	\$ 1,700.00	\$6,800.00	\$ 2,321.88	\$9,287.52	\$ 1,620.00	\$6,480.00	\$ 1,230.00	\$4,920.00
56	Remove Gurb & Gutter	LF	860	\$ 5.00	\$4,300.00	\$ 5.00	\$4,300.00	\$ 4.93	\$4,239.80	\$ 5.95	\$5,117.00	\$ 2.20	\$1,892.00
57	Install 4" Asphalt Pavement "T" Patch	SY	850	\$ 22.50	\$19,125.00	\$ 32.00	\$27,200.00	\$ 19.00	\$16,150.00	\$ 19.00	\$16,150.00	\$ 41.50	\$35,275.00
58	Remove Existing Irrigation Structure	EA	2	\$ 500.00	\$1,000.00	\$ 500.00	\$1,000.00	\$ 529.00	\$1,058.00	\$ 2,012.00	\$4,024.00	\$ 175.00	\$350.00
59	New 8" Pre-Fabricated Steel Culinary Water Loop	EA	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
60	New 8" Pre-Fabricated Steel Fire Hydrant Loop	EA	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
61	New Street Monument	EA	8	\$ 400.00	\$2,400.00	\$ 1,200.00	\$7,200.00	\$ 937.25	\$5,623.50	\$ 1,180.00	\$6,980.00	\$ 415.00	\$2,490.00
62	Roadway Cut Excavation	CY	9,047	\$ 7.00	\$63,329.00	\$ 12.00	\$108,584.00	\$ 7.11	\$64,324.17	\$ 15.10	\$136,609.70	\$ 8.90	\$80,518.30
63	Roadway Subgrade Fill and Compaction	CY	7,589	\$ 5.00	\$37,945.00	\$ 3.00	\$22,767.00	\$ 9.41	\$71,412.49	\$ 32.10	\$243,608.80	\$ 12.50	\$94,892.50
64	Construct 21" Dia. Storm Drain	LF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
65	Clearing and Grubbing	LS	1	\$ 14,550.00	\$14,550.00	\$ 20,000.00	\$20,000.00	\$ 191,788.38	\$191,788.38	\$ 15,500.00	\$15,500.00	\$ 17,800.00	\$17,800.00
66	Remove Fire Hydrant	EA	1	\$ 1,200.00	\$1,200.00	\$ 2,500.00	\$2,500.00	\$ 3,050.72	\$3,050.72	\$ 900.00	\$900.00	\$ 880.00	\$880.00
67	Construct Temporary Base Course Drive Apron	SF	5,480	\$ 1.30	\$7,124.00	\$ 1.50	\$8,235.00	\$ 3.15	\$17,293.50	\$ 2.76	\$15,152.40	\$ 0.40	\$2,190.00
68	Construct 4" Waterway	LF	140	\$ 45.00	\$6,300.00	\$ 47.00	\$6,580.00	\$ 57.42	\$8,039.80	\$ 41.20	\$5,768.00	\$ 43.00	\$8,020.00
69	New Fire Hydrant Assembly w/ Tapping Tee (650 West)	EA	3	\$ 6,450.00	\$19,350.00	\$ 7,500.00	\$22,500.00	\$ 8,097.82	\$24,293.48	\$ 8,968.00	\$20,904.00	\$ 7,160.00	\$21,480.00
	Subtotal				\$1,868,991.50		\$2,733,821.00		\$3,213,761.98		\$2,571,114.85		\$2,237,829.60
	Bid Alternates 1												
1	Mobilization / Demobilization	LS	1	\$ 10,000.00	\$10,000.00	\$ 50,000.00	\$50,000.00	\$ 57,163.05	\$7,163.05	\$ 15,700.00	\$15,700.00	\$ 24,300.00	\$24,300.00
2	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00	\$ 20,000.00	\$20,000.00	\$ 6,900.00	\$6,900.00	\$ 20,000.00	\$20,000.00	\$ 990.00	\$990.00
4	Construct Concrete Drive Aprons	SF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 12.31	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
6	Construct 15" Dia. Storm Drain	LF	363	\$ 81.00	\$29,430.00	\$ 70.00	\$25,410.00	\$ 53.62	\$19,484.06	\$ 70.55	\$25,809.65	\$ 80.00	\$21,780.00
8	New Storm Drain Manhole	EA	2	\$ 3,890.00	\$7,780.00	\$ 4,800.00	\$9,600.00	\$ 3,729.02	\$7,458.04	\$ 2,579.00	\$5,158.00	\$ 2,280.00	\$4,560.00
9	New Storm Drain Combination Box	EA	1	\$ 4,000.00	\$4,000.00	\$ 8,300.00	\$8,300.00	\$ 4,750.48	\$4,750.48	\$ 4,197.00	\$4,197.00	\$ 4,820.00	\$4,820.00
10	New Storm Drain Curb Inlet Box	EA	4	\$ 3,150.00	\$12,600.00	\$ 4,700.00	\$18,800.00	\$ 3,724.46	\$14,897.84	\$ 3,577.00	\$14,308.00	\$ 3,780.00	\$15,040.00
11	New 8" Dia. Culinary Waterline	LF	1,152	\$ 56.00	\$64,512.00	\$ 55.00	\$63,360.00	\$ 39.17	\$45,123.84	\$ 41.60	\$47,923.20	\$ 40.00	\$46,080.00
12	New Fire Hydrant Assembly	EA	4	\$ 4,800.00	\$19,200.00	\$ 7,500.00	\$30,000.00	\$ 7,114.91	\$28,459.64	\$ 5,180.00	\$20,720.00	\$ 5,360.00	\$21,440.00
13	Connect New Culinary Waterline to Existing Cross - STA. 22+21.4	EA	1	\$ 3,200.00	\$3,200.00	\$ 10,000.00	\$10,000.00	\$ 3,565.00	\$3,565.00	\$ 703.00	\$703.00	\$ 3,190.00	\$3,190.00
14	Connect New Culinary Waterline to Existing Culinary Waterline - STA. 10+80.4	LS	1	\$ 3,300.00	\$3,300.00	\$ 10,000.00	\$10,000.00	\$ 4,715.00	\$4,715.00	\$ 1,100.00	\$1,100.00	\$ 3,190.00	\$3,190.00

15	Install New 1" Culinary Water Service and Set New Water Meter	EA	7	\$ 2,100.00	\$14,700.00	\$ 3,000.00	\$21,000.00	\$ 2,312.58	\$16,188.06	\$ 1,460.00	\$10,220.00	\$ 1,670.00	\$11,890.00
16	Install New 3/4" Culinary Water Service and Set New Water Meter	EA	7			\$ 2,800.00	\$19,600.00	\$ 2,104.76	\$14,733.32	\$ 1,210.00	\$8,470.00	\$ 1,430.00	\$10,010.00
20	Relocate Existing 2" Secondary Water Service	EA	8	\$ 1,850.00	\$14,800.00	\$ 2,500.00	\$20,000.00	\$ 1,442.20	\$11,537.80	\$ 1,454.00	\$11,632.00	\$ 1,100.00	\$8,800.00
21	New Curb & Gutter	LF	2,120	\$ 16.50	\$34,980.00	\$ 19.00	\$40,280.00	\$ 22.58	\$47,890.80	\$ 19.40	\$41,128.00	\$ 15.50	\$32,860.00
22	New 5' Sidewalk (6" Thick)	SF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 6.47	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
23	Remove Asphalt Pavement	SY	3,000	\$ 3.00	\$9,000.00	\$ 3.00	\$9,000.00	\$ 2.40	\$7,200.00	\$ 3.15	\$9,450.00	\$ 0.70	\$2,100.00
24	Subgrade Preparation and Grading Below Existing Roadway Pavements and Shoulders	SY	9,420	\$ 0.40	\$3,768.00	\$ 0.80	\$8,478.00	\$ 2.15	\$20,253.00	\$ 0.86	\$8,101.20	\$ 0.55	\$5,181.00
25	Install 12" Untreated Base Course Under Asphalt Pavement	SY	6,168	\$ 9.50	\$58,596.00	\$ 15.00	\$92,520.00	\$ 10.45	\$64,455.60	\$ 10.45	\$64,455.60	\$ 10.50	\$64,784.00
26	Install 4" Asphalt Pavement	SY	6,168	\$ 12.75	\$78,642.00	\$ 15.00	\$92,520.00	\$ 14.70	\$90,669.60	\$ 14.70	\$90,669.60	\$ 14.00	\$86,352.00
32	Remove and Reconstruct Concrete Driveway(s)	SF	1,407	\$ 9.00	\$12,663.00	\$ 9.00	\$12,663.00	\$ 13.08	\$18,375.42	\$ 9.60	\$13,507.20	\$ 5.70	\$8,019.90
33	Remove and Reconstruct Asphalt Driveway(s)	SF	1,152	\$ 10.00	\$11,520.00	\$ 6.50	\$7,488.00	\$ 7.77	\$8,951.04	\$ 3.75	\$4,320.00	\$ 8.00	\$9,216.00
34	Remove and Reconstruct Gravel Driveway(s)	SF	2,500	\$ 1.60	\$4,000.00	\$ 3.00	\$7,500.00	\$ 5.06	\$12,650.00	\$ 1.82	\$4,550.00	\$ 1.30	\$3,250.00
35	Paint Striping/Messages	LS	1	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 3,852.50	\$3,852.50	\$ 7,500.00	\$7,500.00	\$ 1,270.00	\$1,270.00
36	Adjust Water Valve Boxes to Grade and Collar	EA	6	\$ 375.00	\$2,250.00	\$ 400.00	\$2,400.00	\$ 569.25	\$3,415.50	\$ 410.00	\$2,460.00	\$ 345.00	\$2,070.00
37	Adjust Manhole to Grade and Install Concrete Collar	EA	4	\$ 650.00	\$2,600.00	\$ 600.00	\$2,400.00	\$ 822.25	\$3,289.00	\$ 585.00	\$2,340.00	\$ 445.00	\$1,780.00
38	Remove Existing Sewer Manhole Cone Section and Install New Offset Cone Section Complete with New Frame, Non-Vented Lid and Concrete Collar	EA	2	\$ 1,900.00	\$3,800.00	\$ 2,000.00	\$4,000.00	\$ 2,321.88	\$4,843.76	\$ 1,863.00	\$3,328.00	\$ 1,550.00	\$3,100.00
39	Adjust (Lower) Existing Manhole to Match Finish Pavement Grade	EA	2	\$ 1,500.00	\$3,000.00	\$ 1,000.00	\$2,000.00	\$ 2,321.88	\$4,843.76	\$ 900.00	\$1,800.00	\$ 1,110.00	\$2,220.00
40	Remove Salvage and Relocate Mail Box	EA	10	\$ 200.00	\$2,000.00	\$ 100.00	\$1,000.00	\$ 1,115.00	\$1,150.00	\$ 485.00	\$4,850.00	\$ 100.00	\$1,000.00
41	Remove Salvage and Relocate Brick Mail Box	EA	3	\$ 1,500.00	\$4,500.00	\$ 400.00	\$1,200.00	\$ 1,725.00	\$5,175.00	\$ 1,750.00	\$5,250.00	\$ 410.00	\$1,230.00
42	Remove and Reconstruct Field Fence	LF	730	\$ 8.00	\$6,570.00	\$ 9.00	\$6,570.00	\$ 9.20	\$6,716.00	\$ 8.54	\$6,234.20	\$ 9.00	\$6,570.00
43	Remove and Reconstruct Chain Link Fence	LF	380	\$ 19.00	\$7,220.00	\$ 20.00	\$7,600.00	\$ 10.70	\$4,066.00	\$ 18.77	\$7,132.80	\$ 20.50	\$7,790.00
44	Remove and Reconstruct Vinyl Fence	LF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 13.80	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
45	Remove and Reconstruct Wood Fence	LF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
46	Remove and Reconstruct Wrought Iron Fence	LF	20	\$ 50.00	\$1,000.00	\$ 100.00	\$2,000.00	\$ 172.50	\$3,450.00	\$ 48.87	\$877.40	\$ 170.00	\$3,400.00
50	Install Temporary Fence	LF	0	\$ 0.00	\$0.00	\$ 0.00	\$0.00	\$ 5.75	\$0.00	\$ 0.00	\$0.00	\$ 0.00	\$0.00
51	Remove Existing Tree/Shrubs	LS	1	\$ 3,500.00	\$3,500.00	\$ 5,000.00	\$5,000.00	\$ 49,277.50	\$49,277.50	\$ 11,500.00	\$11,500.00	\$ 150.00	\$150.00
52	Coordinate with Individual Property Owner(s) to Remove Landscape and Sprinkler Improvements	LS	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,725.00	\$1,725.00	\$6,800.00	\$6,800.00	\$1,410.00	\$1,410.00
57	Install 4" Asphalt Pavement "T" Patch	SY	0	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	New 8" Pre-Fabricated Steel Culinary Water Loop	EA	2	\$5,280.00	\$10,560.00	\$7,000.00	\$14,000.00	\$7,683.90	\$15,367.80	\$7,892.00	\$15,724.00	\$5,910.00	\$11,820.00
60	New 6" Pre-Fabricated Steel Fire Hydrant Loop	EA	2	\$5,050.00	\$10,100.00	\$5,500.00	\$11,000.00	\$6,562.66	\$13,125.32	\$6,810.00	\$13,620.00	\$4,890.00	\$9,780.00
62	Roadway Cut Excavation	CY	6,328	\$12.50	\$79,075.00	\$12.00	\$75,912.00	\$7.11	\$44,877.86	\$15.10	\$95,522.80	\$8.50	\$53,771.00
63	Roadway Subgrade Fill and Compaction	CY	115	\$30.00	\$3,450.00	\$3.00	\$345.00	\$35.52	\$4,084.80	\$32.10	\$3,691.50	\$3.10	\$356.50
64	Construct 21" Storm Drain	LF	382	\$45.00	\$17,190.00	\$75.00	\$28,650.00	\$53.53	\$20,448.46	\$73.49	\$28,073.18	\$63.00	\$24,086.00
65	Cleaning and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$27,229.88	\$27,229.88	\$15,500.00	\$15,500.00	\$3,610.00	\$3,610.00
66	Remove Fire Hydrant	EA	1	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$3,050.72	\$3,050.72	\$900.00	\$900.00	\$875.00	\$875.00
67	Construct Temporary Base Course Drive Apron	SF	2,538	\$1.25	\$3,170.00	\$1.50	\$3,804.00	\$3.15	\$7,988.40	\$2.76	\$6,998.36	\$0.40	\$1,014.40
	Subtotal				\$577,109.00		\$753,400.00		\$733,078.65		\$681,923.29		\$524,735.80
	Total				\$2,446,100.50		\$3,487,221.00		\$3,946,840.63		\$3,233,038.14		\$2,762,565.40

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: 650 West and Glovers Lane Reimbursement Agreements

ACTION TO BE CONSIDERED:

Move that the City Council approve the enclosed reimbursement agreements related to the 650 West and Glover's Lane public improvements project for: 1) Davis School District (DSD), 2) LDS Church, 3) Rainey Homes and 4) Ivory Homes.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 21, 2017

SUBJECT: **650 WEST AND GLOVERS LANE REIMBURSEMENT AGREEMENTS**

RECOMMENDATION

Move that the City Council approve the enclosed reimbursement agreements related to the 650 West and Glover's Lane public improvements project for: 1) Davis School District (DSD), 2) LDS Church, 3) Rainey Homes, and 4) Ivory Homes.

BACKGROUND

The recommendation above references four property owners which will provide public improvements for their respective projects adjacent to 650 West and Glover's Lane.

- 1) DSD. The City and the DSD previously entered into a memorandum of understanding whereby the City agreed to construct certain improvements next to the High School Site, and upon completion of the work, the DSD agreed to reimburse the City for the same. The enclosed agreement is consistent with the memo and memorializes the cost of the public improvements related thereto.
- 2) LDS Church. As per discussion between staff and the architect representing the LDS Church, it is anticipated that the City will soon receive an application for a new Seminary Building. As such, the LDS Church will be responsible to construct a share of the 650 West Improvements fronting their property. The enclosed reimbursement agreement offers a mechanism for the Church to provide the improvements if they choose to do so via the City's contractor.
- 3) Rainey Homes. On July 9, 2004, Rainey Homes entered into an agreement with the City whereby they agreed to construct a portion of 650 West Street as it abuts the Miller Meadows Subdivision when asked to do so by the City. In keeping with the earlier agreement, the proposal included with this staff report allows the City to install the improvements and then receive reimbursement from the developer.

- 4) Ivory Homes. The Davis Creek Subdivision received final plat approval from the Planning Commission on March 9, 2017, and Ivory Homes intends to start construction this year regarding improvements on Glovers Lane. The attached agreement is consistent with their plans for the subdivision.

Supplemental Information

1. Reimbursement agreement–Ivory Homes.
2. Reimbursement agreement–Rainey Homes.
3. Development Agreement for the Miller Meadows Subdivision, July 9, 2004 (pg. 1 - 3).
4. Reimbursement agreement–LDS Church
5. Reimbursement agreement–DSD.
6. MEMORANDUM OF UNDERSTANDING between Farmington City (the “City) and Davis School District (“DSD”), October 4, 2016.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

**PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **Ivory, LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within the City at approximately 475 West Glovers Lane, referred to as the Davis Creek Conservation Subdivision (the "Subdivision"), which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within and adjacent to the Property; and

WHEREAS, the City will soon begin a major construction project (the "Project") rebuilding Glover's Lane abutting the Property in the Spring of 2017, which will include, among other things, excavation, sub-grade, road base, curb, gutter, sidewalk, asphalt, etc. (the "Public Improvements"); and

WHEREAS, the City desires to be reimbursed for the costs by Developer associated with the construction and installation of the Public Improvements which qualify as project costs for the Subdivision; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **City's Obligation.** City hereby agrees to install the Public Improvements abutting the Subdivision as described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the construction drawings approved by the City for the Project.

2. **Public Improvement Reimbursement.** Developer hereby agrees to reimburse City for the total actual cost of the Public Improvements within 30 days of receiving an invoice for payment, but only upon completion, and the City's inspection and approval thereof. The City will verify actual costs incurred to the Developer by providing receipts and other information from the contractor for the Project. The parties hereby agree that the total cost estimate for the Public Improvements is approximately \$_____. The City may seek reimbursement in one payment after all work is completed, or incrementally as specific components of the Public

Improvements are finished during the course of the Project. City agrees to warrant all work regarding the Public Improvements and shall not require Developer to post any bond to ensure completion of the same.

3. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the City for the Public Improvements, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursement for the Public Improvements between the Developer and the City.

4. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

5. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

6. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

"DEVELOPER"

IVORY LLC.
a Utah Limited Liability Company

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **IVORY LLC**., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT "A"

Legal Description

EXHIBIT “B”

Public Improvement Components and Costs

**PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **Rainey, LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within the City at approximately 600 South 650 West Street, referred to as the Miller Meadows Subdivision (the "Subdivision"), which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Developer entered into a development agreement with the City on July 9, 2004, whereby he agreed to improve the east half of 650 West as it abuts the Subdivision; and

WHEREAS, the City will soon begin a major construction project (the "Project") rebuilding 650 West Street abutting the Property in the Spring of 2017, which will include, among other things, excavation, sub-grade, road base, curb, gutter, sidewalk, asphalt, etc. (the "Public Improvements"); and

WHEREAS, the City desires to be reimbursed for the costs by Developer associated with the construction and installation of the Public Improvements as set forth in the development agreement for the Subdivision; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **City's Obligation.** City hereby agrees to install the Public Improvements abutting the Subdivision as described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the construction drawings approved by the City for the Project.

2. **Public Improvement Reimbursement.** Developer hereby agrees to reimburse City for the total actual cost of the Public Improvements within 30 days of receiving an invoice for payment, but only upon completion, and the City's inspection and approval thereof. The City will verify actual costs incurred to the Developer by providing receipts and other information from the contractor for the Project. The parties hereby agree that the total cost estimate for the Public Improvements is approximately \$_____. The City may seek reimbursement in one payment after all work is completed, or incrementally as specific components of the Public

Improvements are finished during the course of the Project. City agrees to warrant all work regarding the Public Improvements and shall not require Developer to post any bond to ensure completion of the same.

3. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the City for the Public Improvements, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursement for the Public Improvements between the Developer and the City.

4. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

5. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

6. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“CITY”

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

“DEVELOPER”

Rainey LLC.
a Utah Limited Liability Company

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **Rainey LLC.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Public Improvement Components and Costs

0152

DEVELOPMENT AGREEMENT
FOR THE
MILLER MEADOWS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 9 day of July, 2004, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RRR Ranch, LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 49.2 acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Miller Meadows Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a conservation subdivision in accordance with the City's Laws.

C. On May 8, 2003, Developer received approval of a preliminary plat (the "Preliminary Plat") for the Project from the Farmington City Planning Commission on May 8, 2003. The Preliminary Plat provides for the development of 82 single-family residential lots and 4 conservancy lots containing approximately 16 acres, which shall be subject to permanent conservation easement(s) acceptable to the City restricting development on such conservancy lots in accordance with the City's Laws.

D. The Property is presently zoned under the City's zoning ordinance as AE. The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Preliminary Plat.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the Preliminary Plat. The Preliminary Plat is attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a conservation subdivision in accordance with the approved Preliminary Plat.
3. **Subdivision of the Property.** The Preliminary Plat does not constitute a subdivision of the Property or any portion thereof. Any subdivisions of the Property hereafter shall comply with the City's Laws. A specific final subdivision plat for each portion of the Project which is developed by the Developer or any Subsequent Developer will be required and shall be submitted for approval by the City in accordance with the City's development standards, the Preliminary Plat, and the City's Laws. All portions of the Project receiving final subdivision approval must be developed in strict accordance with the approved final plat for that portion of the Project. No amendments or modifications to the approved final subdivision plats for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. Notwithstanding the provisions contained in this Agreement, nothing contained herein shall be construed as granting final plat approval to the Developer or any subsequent developers for any portion of the Project.
4. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.
 - a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Preliminary Plat, and this Agreement.
 - b. **Streets and Related Improvements.**
 - i. Developer will construct and/or improve and dedicate to the City the streets shown on the final subdivision plats for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved improvement drawings. All

construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Developer shall post a bond acceptable to the City for and fully improve the streets shown on the final plat for each phase of the Project prior to recordation of the final plat for the Project or any phase thereof.

iii. Notwithstanding the forgoing, regarding 650 West Street road improvements only, as it abuts the Project, the Developer shall provide two safe travel lanes and shall improve only the east half of the street including but not limited to curb, gutter, sidewalk, sub-grade, road base, and asphalt. The Developer shall design and construct, or caused to be constructed, the improvements to 650 West Street in compliance with the City's street design standards and cross section standards for a 66 foot wide minor collector.

The Developer with the City's written consent, may delay the 650 West road improvements until the final plat of the last phase of the Project which abuts 650 West Street if recorded at the office of the Davis County Recorder. This alternative provides the advantage of providing a seamless road constructed all at once. Nevertheless, the Developer shall post a bond acceptable to the City to ensure the construction of each segment of 650 West which corresponds to the respective abutting phase of the Project prior to the recordation of the final plat for such phase.

iv. Decorative street lighting will be provided for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Conservation Land, and Constrained or Sensitive Lands.

i. The Developer shall preserve open space, including all constrained or sensitive lands, within the Property as shown on the Preliminary Plat including those lands contained within conservancy lots all together identified hereby as "Conservation Land". All Conservation Land as identified in the Preliminary Plat shall be preserved by a permanent conservation easement in a form satisfactory to the City. The conservation easement shall be recorded concurrently with the recording of the final plat for the Project. If the Project is developed in phases, the conservation easement or easements shall be recorded in conjunction with the recording of the phase or phases with which the particular parcel of Conservation Land is associated; provided, however, that all such conservation easements must be recorded prior to or concurrently with the last phase of the Project. If no Conservation Land is associated with a particular plat, then a temporary open space easement shall be created as outlined in 4.c.ii.

**PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS**, a _____, hereinafter referred to as the "LDS Church."

RECITALS:

WHEREAS, the LDS Church is building a new seminary building within the City at approximately 725 South 650 West Street (the "Seminary Building Site"), which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the LDS Church is required by City ordinance to install certain public improvements within and adjacent to the Property; and

WHEREAS, the City will soon begin a major construction project (the "Project") rebuilding 650 West abutting the Property in the Spring of 2017, which will include, among other things, excavation, sub-grade, road base, curb, gutter, sidewalk, asphalt, etc. (the "Public Improvements"); and

WHEREAS, the City desires to be reimbursed for the costs by the LDS Church associated with the construction and installation of the Public Improvements in conjunction with the development of the Seminary Building Site; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **City's Obligation.** City hereby agrees to install the Public Improvements abutting the Seminary Building Site as described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the construction drawings approved by the City for the Project.

2. **Public Improvement Reimbursement.** LDS Church hereby agrees to reimburse City for the total actual cost of the Public Improvements within 30 days of receiving an invoice for payment, but only upon completion, and the City's inspection and approval thereof. The City will verify actual costs incurred to the LDS Church by providing receipts and other information from the contractor for the Project. The parties hereby agree that the total cost estimate for the Public Improvements is approximately \$_____. The City may seek reimbursement in one

payment after all work is completed, or incrementally as specific components of the Public Improvements are finished during the course of the Project. City agrees to warrant all work regarding the Public Improvements and shall not require the LDS Church to post any bond to ensure completion of the same.

3. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the City for the Public Improvements, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursement for the Public Improvements between the LDS Church and the City.

4. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

5. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

6. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“CITY”

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

“LDS Church”

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **LDS Church**, a Utah _____, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Public Improvement Components and Costs

**PUBLIC IMPROVEMENTS
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **DAVIS SCHOOL DISTRICT**, a _____, hereinafter referred to as the "DSD."

RECITALS:

WHEREAS, the DSD is building a new high school within the City at approximately 500 West Glover's Lane (the "High School Site"), which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the DSD entered into a Memorandum of Understanding with the City on October 4, 2017, whereby it agreed to improve portions of 650 West and Glover's Lane as these streets abuts the High School Site; and

WHEREAS, the City will soon begin a major construction project (the "Project") rebuilding 650 West and Glover's Lane abutting the Property in the Spring of 2017, which will include, among other things, excavation, sub-grade, road base, curb, gutter, sidewalk, asphalt, etc. (the "Public Improvements"); and

WHEREAS, the City desires to be reimbursed for the costs by DSD associated with the construction and installation of the Public Improvements as set forth in the Memorandum of Understanding for the High School Site; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **City's Obligation.** City hereby agrees to install the Public Improvements abutting the High School Site as described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the construction drawings approved by the City for the Project.

2. **Public Improvement Reimbursement.** DSD hereby agrees to reimburse City for the total actual cost of the Public Improvements within 30 days of receiving an invoice for payment, but only upon completion, and the City's inspection and approval thereof. The City will verify actual costs incurred to the DSD by providing receipts and other information from the contractor for the Project. The parties hereby agree that the total cost estimate for the Public Improvements is approximately \$_____. The City may seek reimbursement in one payment after all work is completed, or incrementally as specific components of the Public Improvements are finished

during the course of the Project. City agrees to warrant all work regarding the Public Improvements and shall not require DSD to post any bond to ensure completion of the same.

3. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to the City for the Public Improvements, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursement for the Public Improvements between the DSD and the City.

4. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

5. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

6. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

"DSD"

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **DSD**, a Utah _____, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT “A”

Legal Description

EXHIBIT “B”

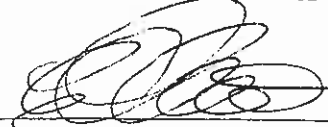
Public Improvement Components and Costs

MEMORANDUM OF UNDERSTANDING
between
Farmington City (the "City) and Davis School District ("DSD")

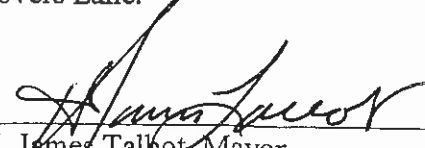
Farmington City and Davis School District declare the following concerning the development of property, as identified on Exhibit 1, owned by DSD for the construction of a new high school located at approximately 575 West Glovers Lane.

- DSD currently owns 53.332 acres of land, of which approximately 9 acres is the location of an existing school bus compound, with the remainder property as the site of the new high school currently under construction with an anticipated completion date of Summer 2018; and
- The property fronts 650 West Street and Glovers Lane, which are 66 foot wide rights-of-way, and the majority of said frontages are unimproved existing asphalt country lanes which do not meet City standards; and
- The City's Master Transportation Plan identifies 650 West as a 66 foot wide minor collector street and Glover's Lane as an 80 foot wide major collector street; and
- DSD will dedicate to the City an additional 3 feet of right-of-way and widen the asphalt on the east side of 650 West as it abuts the high school site to avoid moving a storm drain line and other improvements; and
- DSD will dedicate to the City at least and/or up to 14 feet of additional right-of-way on the north side of Glover Lane and widen the street to accommodate 52 feet of asphalt and a wider park strip adjacent to the high school site to avoid moving existing improvements and to avoid a requirement by Central Davis Sewer District (CDS) to move a sewer line; and
- The City and DSD will enter into an agreement whereby the City will reimburse the DSD the land cost of additional r.o.w. up to 14 feet in width along Glovers Lane as mutually agreed to by both parties; and
- DSD agrees to be responsible for the construction of all improvements of the 650 West Street and Glovers Lane frontages including, among other things, irrigation systems, landscaping, sub-grade, road base, sidewalk, curb and gutter, ½ width of 37 feet of asphalt on 650 West (or 18.5 feet) plus the additional 3 feet referenced above, ½ width of 52 feet of asphalt on Glover's Lane (or 26 feet), and any installation or relocation of utilities (or underground public utility improvements) related thereto; and
- All street improvement shall be constructed to standards and plans approved by the City; and

- The City is currently in the process of coordinating the future construction and improvement of remaining portions of 650 West Street and Glover's Lane adjacent to the DSD property and rights-of-way leading to and from the high school site; and
- As such, the City's contractor will construct those adjacent, but off-site, street improvements which are the responsibility of the DSD as referenced herein---and upon completion thereof before the expected opening of the high school, the City will invoice the DSD for actual costs and the DSD will reimburse the City as per the above referenced agreement. The parties will finalize the agreement in the future, but prior to construction of the related improvements; and
- The City agrees to provide culinary water to the property from the 12-inch line in 650 West Street and the 18-inch line in Glovers Lane; and
- DSD agrees to loop an on-site culinary water service line connecting the water lines in 650 West and Glovers Lane based on fire flow requirements determined by the City Fire Marshall and the City Engineer with an approved site plan; and
- DSD agrees to work with the Weber Basin Conservancy District to provide secondary water to the site; and
- DSD agrees to connect sanitary sewer service to the sewer line in 650 West Street and/or the sewer line in Glover's Lane; and
- DSD agrees to complete an on-site detention basin for a minimum 100 year storm. Discharge from this basin will be to a storm drain line in Glover's Lane. DSD will provide the needed information to the City Engineer enabling him to determine whether or not the existing facility must be up-sized, and any up-sizing, if necessary, will be the responsibility of the DSD; and
- DSD agrees to pay for the street lighting in the public right-of-way as set forth in the City standards and guidelines; and
- City agrees to move, or cause to move, the existing power poles on the north side of Glovers Lane to the south side of Glovers Lane.


 Craig Carter, Superintendent
 Davis School District

10-4-16
 Date


 H. James Talbot, Mayor
 Farmington City

10/4/16
 Date

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: Kaysville Boundary Adjustment – Resolution of Intent – Lowell Johnson

ACTION TO BE CONSIDERED:

- A. Deny the enclosed resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville at the northwest corner of Main Street and 1075 West because it is uncertain what the owner intends to do with the property, and it abuts a Farmington City street.

Or

- B. Adopt the enclosed resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville at the northwest corner of Main Street and 1075 West.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 21, 2017

SUBJECT: **KAYSVILLE BOUNDARY ADJUSTMENT--RESOLUTION OF
INTENT--LOWELL JOHNSON**

ALTERNATIVE MOTIONS

A. Deny the enclosed resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville at the northwest corner of Main Street and 1075 West because it is uncertain what the owner intends to do with the property, and it abuts a Farmington City Street.

- OR -

B. Adopt the enclosed resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville at the northwest corner of Main Street and 1075 West.

BACKGROUND

Lowell Johnson owns a parcel at 1322 South Main in Kaysville. He recently acquired land from UDOT that is adjacent to his property, but located in Farmington. He does not know what he wants to do with the overall site. Possibilities include residential or commercial development. The enclosed resolution declares Farmington's intent and starts the municipal boundary line adjust process as set forth in the State Code. The applicant is also requesting that the Kaysville City Council consider a similar resolution, but they may consider such action on March 30th pending what the Farmington City Council decides to do.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL INITIATING PROCEEDINGS TO ADJUST THE COMMON BOUNDARY LINES BETWEEN FARMINGTON CITY AND KAYSVILLE CITY AND PROVIDING FOR A PUBLIC HEARING THEREON.

WHEREAS, Farmington City and Kaysville City wish to adjust their common boundaries; and

WHEREAS, pursuant to *Utah Code Ann.* § 10-2-419, municipalities may adjust their common boundaries; and

WHEREAS, Utah law requires that a public hearing be held on the proposed adjustment and that notice of such hearing be given by publication as provided herein; and

WHEREAS, owners of private real property located within the area proposed for adjustment are entitled to file written protests to the proposed adjustment if they oppose the same; and

WHEREAS, the City Council of Farmington City desires to initiate proceedings to effect the proposed boundary adjustment as provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Statement of Intent. The Farmington City Council intends to adjust certain boundaries that are common between Farmington City and Kaysville City. The areas proposed to be adjusted are more particularly described in Section 3 of this Resolution.

Section 2. Public Hearing. The Farmington City Council will hold a public hearing on the proposed adjustment on the 2nd day of May, 2017, at the hour of 7:00 p.m. at the Farmington City offices, located at 160 South Main Street, Farmington, Utah.

Section 3. Notice of Public Hearing. The Farmington City Council hereby directs the City Manager to cause the following notice to be published at least once a week for three successive weeks in the Davis County Clipper, a newspaper of general circulation within Farmington City. The first publication of the notice required by this subsection shall be published within fourteen (14) days of the City Council's adoption of this Resolution. The form of the notice shall be as follows:

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Farmington City Council at Farmington City Hall, 160 South Main Street, Farmington, Utah 84025, on the 2nd day of May, 2017, at the hour of 7:00 p.m. for the purpose of receiving public comment with regard to a proposal to adjust Farmington City's common boundaries with the Kaysville City in the following described areas:

Legal Description of Property to be Disconnected from Kaysville City and Annexed to Farmington City:

[Insert Legal Here]

A plat of the proposed area to be adjusted is available for review at the Farmington City offices during regular business hours up to the date and time of the public hearing. The Farmington City Council has adopted a Resolution indicating the City Council's intent to adjust the boundary as provided above. The Farmington City Council will adjust the boundary unless, at or before the public hearing, written protests to the adjustment are filed by the owners of private real property that is located within the area proposed for adjustment and covers at least twenty five percent (25%) of the total private land area within the area proposed for adjustment and is equal in value to at least fifteen percent (15%) of the value of all private real property within the area proposed for adjustment. All protests shall be filed with the Farmington City Recorder at the Farmington City offices within the time provided herein.

DATED this 4th day of April, 2017.

City Manager

Section 4. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 21st DAY OF MARCH, 2017.**

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

To: Honorable Mayor and City Council Farmington City
From: Lowell Johnson
Date: February 7, 2017
Subject: UDOT Surplus Property Along the Kaysville/Farmington Border located adjacent to the Property Owned by Lowell Johnson at 1322 S Main Street, Kaysville UT and adjoining the LDS meeting house property at 1282 W 1875 N Farmington UT

Petition for boundary adjustment

Mr. Johnson, owner of the property at 1322 S Main Street, petitions the Farmington City Council to de-annex the above mentioned property (attachments and legal description attached to this petition; and hereafter known as "the property"), and adjust the boundary.

Background

Subject property is a small irregular piece of property left over from a purchase made by UDOT in order to complete road projects along Main Street and 1075 W Street (frontage road) in March of 1998. Since that time, the property has been poorly maintained, and been a chronic eye-sore for Farmington City, Kaysville City, and adjoining neighbors including the Johnson's, the LDS Church, and Myers Mortuary just across 1075 West. The property is mostly covered with weeds and trash and un-kept shrubs and tree growth. Mr. Johnson has agreed to purchase, and UDOT has agreed to sell, this small, odd-shaped piece of property.

UDOT will not allow driveway or other regular access to the property from 1075 W due to proximity of intersections, and necessary rights of way serving their roads and other infrastructure. Therefore, the only access to the property is through the adjoining Johnson property, which is in Kaysville City.

Granting of this petition would shift the burden of upkeep to Mr. Johnson, including weed and trash removal, cleaning and disposal of brush and other unsightly growth and uncared for trees and shrubs, and of course would require that the rather long arc of public side walk along 1075 West be maintained by him during the winter. (Someone, presumably Farmington City, is currently clearing public sidewalks at the property).

Summary

In summary, granting this Petition would do the following:

- 1- Transfer responsibility for cleaning and maintenance to Mr. Johnson.
- 2- Put this currently un-taxed piece of property back into the property tax base.
- 3- Allow Mr. Johnson to put this in the same taxing district as his other property.

Respectfully Submitted


Lowell Johnson

801-643-4649

Note- This request is being delivered simultaneously to both Farmington and Kaysville Cities

UDOT Parcel

Margaret Dr

1322 S Main St

Lloyd Rd

S Lloyd Rd E

S Main St

273

N 1075 W

W 1875 N

W Davis County Rd N

Legend

1322 S Main St



400 ft

Google Earth

© 2016 Google

UDOT Parcel

Margaret Dr

1322 S Main St

S Main St

273

N 1075 W

W 1875 N

W Davis County Rd N

Legend

1322 S Main St

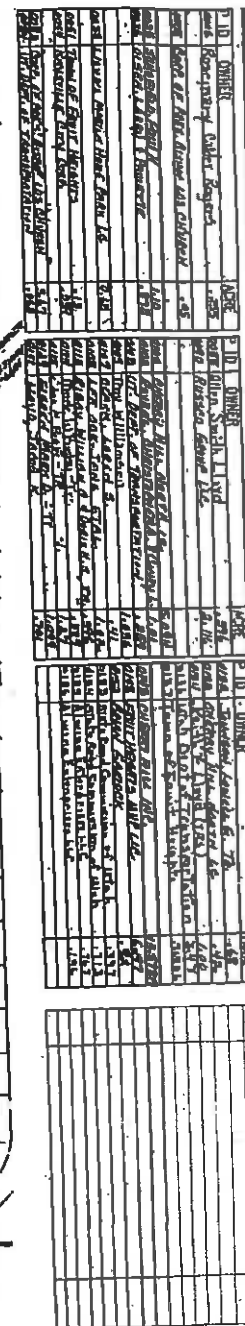


400 ft

Google Earth

© 2016 Google

032



NE SECTION 11, T 3N R 1W SALT LAKE MERIDIAN
DAVIS COUNTY, UTAH - RECORDERS OFFICE

SCALE:
1' = 200'



LAST #

PREF IX
08-032

05-10

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed
(CONTROLLED ACCESS)
Davis County

Affecting Tax ID No.08-032-0084
Parcel No. 9124:6 :AQ
Project No. HDP-9124 (003)
PIN 1642

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to _____, Grantee, at _____, County of _____, State of _____, Zip _____, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

A tract of land in fee situate in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, T.3 N., R.1 W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at the Northwest corner of said tract, which corner is 1338.85 feet North and 1011.25 feet West from the East Quarter Corner of said Section 11; and running thence S. 89°23'33" E. 154.56 feet to intersection of the Southwesterly right of way line of highway State Route 273 and the northwesterly right of way and no access line of a frontage road; thence S. 18°58'44" E. 27.82 feet along said northwesterly right of way and no access line of the frontage road to a point 33.00 feet perpendictarly distant northwesterly from the centerline of said frontage road; thence the following two (2) courses parallel to and concentric with the centerline of said frontage road (1) S. 47°41'45" W. 76.50 feet to a point of tangency with an 328.21 foot radius curve to the left; (2) southwesterly 193.97 feet along the arc of said curve (Note: chord bears S. 30°46'03" W. 191.16 feet); thence West 10.70 feet along said right of way and no access line of the frontage road to the west boundary line of said tract; thence N 0°20'47" E 243.70 feet to the point of beginging.

The above described tract of land contains 0.440 acres or 19,186 sq. ft. in area.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described tract of land is granted without access to or from the adjoining northwesterly right of way and no access line of frontage road over and across the southeasterly boundary line of said tract of land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

RESERVING A PERPETUAL EASEMENT AS A PARCEL No. 6:E THEREFORE UNTO GRANTOR, its successors and assigns a perpetual easement 10 feet in width along the adjoining northwesterly right of way and no access line of the frontage road and, upon the above described part of a entire tract of property situate in the NE¼ of Section 11, T.3 N., R.1 W., S.L.B. & M. for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical service transmission lines, culinary and closed irrigation water facilities; and traffic information signs. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of entire tract of land are described as follows:

Beginning at the Northwest corner of said part of an entire tract, which corner is 1337.21 feet North and 856.70 feet West from the East Quarter Corner of said Section 11; and running thence S. 18°58'44" E. 27.82 feet along said northwesterly right of way and no access line of the frontage road to a point 33.00 feet perpendictarly distant northwesterly from the centerline of said frontage road; thence the following two (2) courses parallel to and concentric with the centerline of said frontage road (1) S. 47°41'45" W. 76.50 feet to a point of tangency with an 328.21 foot radius curve to the left; (2) southwesterly 193.97 feet along the arc of said curve (Note: chord bears S. 30°46'03" W. 191.16 feet); thence West 10.29 along said right of way and no access line of the frontage road; thence along an arc 202.35 feet of a 338.21 foot radius curve to the right (Note: chord bears N 30°33'33" E 199.34 feet); thence N 47°41'45" E 69.94 feet; thence N 18°58'44" W 24.80 feet; thence S 89°19'51" E 10.60 feet to the point of beginning.

The above described part of an entire tract contains 0.068 acre or 2977 sq. ft. in area.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this _____ day of _____, A.D. 20 ____, by its Director of Right of Way.

STATE OF UTAH)	UTAH DEPARTMENT OF TRANSPORTATION
) ss.	
COUNTY OF SALT LAKE)	By _____
		Director of Right of Way

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

Prepared by DCP 06/24/2014 01Q

When recorded mail to:
Stewart Title
67 S. Main St, #140
Layton, UT 84041

RELEASE OF INTEREST

The undersigned hereby releases and forever waives any claim, right, title or interest in the real property described herein and further acknowledges that Utah Department of Transportation (UDOT) is current owner of said real property, and said real property is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Being a part of Tax ID#: 08-032-0084 and part of Tax ID# not yet assigned(Frontage Road)

The undersigned further represents that he/she has full right and authority to execute this release on behalf of Farmington City.

Farmington City

By: _____

as: _____

State of Utah
County of Davis

On this ____ day of February, 2017, personally appeared before me, the undersigned Notary Public, personally appeared _____, who is the _____ of Farmington City, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

My commission expires: _____

EXHIBIT "A"
LEGAL
DESCRIPTION

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

A tract of land in fee situate in the E1/2NE1/4 of Section 11, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, the boundaries of said tract of land are described as follows: Beginning at the Northwest corner of said tract, which corner is 1338.85 feet North and 1011.25 feet West from the East Quarter corner of said Section 11, and running thence South 89°23'33" East 154.56 feet to the intersection of the Southwesterly right of way line of highway State Route 273 and the Northwesterly right of way and no access line of a frontage road, thence South 18°58'44" East 27.82 feet along said Northwesterly right of way and no access line of the frontage road to a point 33.00 feet perpendicularly distant Northwesterly from the centerline of said frontage road, thence the following two (2) courses parallel to and concentric with the centerline of said frontage road: (1) South 47°41'45" West 76.50 feet to a point of tangency with an 328.21 foot radius curve to the left and (2) Southwesterly 193.97 feet along the arc of said curve (Note: chord bears South 30°46'03" West 191.16 feet), thence West 10.70 feet along said right of way and no access line of the frontage road to the West boundary line of said tract, thence North 0°20'47" East 243.70 feet to the point of beginning.

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: Minute Motion Approving Summary Action List

1. Line of Duty Benefits for Public Safety
2. Cooperative Agreement with UDOT for Frontage Road Improvements
3. Approval of Minutes from March 7, 2017
4. Hunters Creek Conservation Easement Amendment
5. Residences of Farmington Hills Sidewalk Extension Agreement
6. Davis Creek Pioneering Agreement
7. Off Duty Police Vehicle Use/Residency Requirements

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON POLICE DEPARTMENT

Chief Wayne D. Hansen

City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: March 8, 2017

SUBJECT: LINE OF DUTY BENEFITS FOR PUBLIC SAFETY

RECOMMENDATIONS

Enroll the City Public Safety personnel in the State Trust Fund for line of duty deaths.

BACKGROUND

During the 2015 legislative session HB288 (Line of Duty Death Benefits for Peace Officers and Firefighters) was passed into law. This bill provides for a statewide trust fund that will cover the cost of group health for the family of an officer or firefighter that dies in the line of duty. This is a cost sharing pool which will cost the city \$95.00 per individual covered. We currently have 23 public safety employees that qualify for this pool. The yearly cost for 2 employees is 2185.00. If the city does not participate in this pool, the city is responsible for the costs of providing group health insurance to these families. The yearly cost to the city is far cheaper than a yearly insurance premium for a family. I recommend that Farmington City enters into the cost sharing agreement with the Utah Department of Public Safety and participates in the cost sharing pool.

Respectfully Submitted

A handwritten signature in cursive script that reads "Wayne Hansen".

Wayne Hansen
Police Chief

Review and Concur

A handwritten signature in cursive script that reads "Dave Millheim".

Dave Millheim
City Manager

LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
Certification of Eligible Employees

(mail to: Department of Public Safety, Attn. Trust Fund,
PO Box 141775, Salt Lake City UT 84114)

Agency Name: _____

Administrator Name: _____

Office Address: _____

Phone Number: _____

I certify that there are a total of _____ active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members employed by the above mentioned agency as of March 31, 20____.

I understand that dependents of employees who are not participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members are not eligible for health care coverage pursuant to the provisions of Utah Code 53-17-201; and therefore, the agency is not eligible for reimbursement from the Local Public Safety and Firefighter Surviving Spouse Trust Fund.

I understand that I may confirm the number of active public safety and firefighter employees of the above mentioned agency participating with the Utah Retirement Systems (URS) with URS. I further understand that premiums paid to the Local Public Safety and Firefighter Surviving Spouse Trust Fund for ineligible employees are non-refundable.

Administrator Signature: _____ Date: _____

**LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND
COST-SHARING AGREEMENT**

THIS COST-SHARING AGREEMENT is authorized by Section 53-17-301 of the Utah Code, and R698-8 of the Utah Administrative Code, and is made effective [DATE], by and between Keith D. Squires, Commissioner, Utah Department of Public Safety and [agency name, administrator name, office address and phone number].

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. In the event of a line of duty death of a member, the participating agency is required, pursuant to 53-17-201 of the Utah Code, to provide health coverage for the surviving spouse and for a child of the member until the child reaches the age of 26.

B. The participating agency is required to pay 100% of the premium costs for health coverage for surviving spouse and children.

C. Beginning 25 months after the line of duty death, the participating agency is eligible for reimbursement for the health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund.

D. In the event the participating agency fails to submit the annual premium in a timely manner the participating agency may not be eligible for reimbursement of health coverage costs for a surviving spouse or children.

E. The participating agency is not eligible for reimbursement of health coverage costs for a line of duty death that occurs during a period of time when the agency is not a participating agency.

F. A participating agency that elects to participate in the trust fund before July 1, 2017 shall be eligible for reimbursement of health coverage costs for a surviving spouse or children for a line of duty death that occurs on or after July 1, 2015, as long as annual premium payments are current.

G. The provisions found in Utah Administrative Rule R698-8 govern this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Payment of Annual Premiums.** The participating agency agrees to pay an annual premium as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees. The annual premium shall be based upon the number of members employed by the participating agency, and shall be submitted by the participating agency no later than June 30th each year to the Department of Public Safety Attn. Trust Fund, PO Box 141775, Salt Lake City UT 84114.

2. **Eligible Members.** The participating agency agrees to furnish to the Department of Public Safety, Attn. Trust Fund annually, with payment of the annual premium, the number of eligible members for whom an annual premium is being paid as of March 31st. The participating agency expressly authorizes the Utah Retirement Systems (URS) to provide to the Utah Department of Public Safety or the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees aggregate totals of the participating agency's active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members, as requested for auditing purposes. Premiums paid by an agency for members who are not eligible for reimbursement from the fund are non-refundable.

3. Reimbursement of Shared Costs. The Commissioner agrees to reimburse the participating agency on an annual basis for the costs of health coverage for an eligible surviving spouse and children from the Local Public Safety and Firefighter Surviving Spouse Trust Fund. A request for reimbursement of health coverage costs shall be submitted to the Department of Public Safety, Attn. Trust Fund by June 30th of each year on a form approved by the Board, in addition to a statement provided by the group health plan that includes the agency's cost for health coverage for the surviving spouse and children of the fallen officer.

4. Books and Records. The Department of Public Safety shall maintain appropriate and accurate books of account and records relating to eligible members, annual premiums paid by a participating agency and reimbursement of health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the participating agency at any time during normal business hours. Except in the ordinary course of business of the Department of Public Safety shall use reasonable efforts to keep confidential any and all information they may obtain from time to time in connection with the services they render under this Agreement.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous providing that annual premiums are kept current by the participating agency.

6. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto as provided in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Commissioner Keith D. Squires

**Utah Department of Public Safety/
Local Public Safety and Firefighter
Surviving Spouse Trust Fund Board,
Chair**

By:

Agency Administrator, Title

Agency

By:

Line-of-Duty Death Benefits for Peace Officers and Firefighters “At a Glance”

HB288 Effective 7-1-15

- Local law enforcement and fire agency obligations
 - Agencies are required to provide health care coverage for surviving spouses and children in the event of a line of duty death
 - Coverage must be provided for the surviving spouse until they are eligible for Medicare
 - Coverage must be provided for children until they reach the age of 26
 - The agency must pay 100% of the cost for coverage
- Trust Fund
 - If an agency chooses to participate in the cost sharing agreement by July 1, 2017, they may be reimbursed for the cost of health care coverage from the trust fund beginning the 25th month following the line of duty death for a death that occurred on or after July 1, 2015
 - The agency will be required to sign a cost sharing agreement and pay an annual premium of appx. \$132.00 per member to be covered by the trust fund

HB159 Effective 5-10-16

- Local law enforcement and fire agency obligations
 - Agencies are required to provide health care coverage for surviving spouses and children in the event of a line of duty death that occurred between July 1, 2005 and July 1 2015
 - Coverage must be provided for the surviving spouse until they are eligible for Medicare
 - Coverage must be provided for children until they reach the age of 26
 - The agency must pay 100% of the cost for coverage
- Trust Fund
 - Agencies may not be reimbursed from the trust fund for a line of duty death that occurred between July 1, 2005 and July 1, 2015



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Public Safety

KEITH D. SQUIRES
Commissioner

May 20, 2016

Dear Chief Administrator:

During the 2015 legislative session HB288 (Line-of-Duty Death Benefits for Peace Officers and Firefighters) was passed into law with an effective date of July 1, 2015. In an effort to ensure state or local government agencies are familiar with the obligations of the new law, members of the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board (defined in 53-17-402) felt it important to provide you with information.

As you become familiar with HB288, you will find that upon the line-of-duty death of a law enforcement officer or firefighter, the employer shall provide the surviving spouse and children health coverage under the employer's group health plan as if the surviving spouse was an employee. This coverage must be provided by the employer for the first 24 months after the line-of-duty death.

Beginning the 25th month after the line-of-duty death, the employer shall continue to provide the surviving spouse and children health coverage under the group plan; however, if the employer elects to participate in the cost-sharing agreement overseen by the Department of Public Safety prior to July 1, 2017, and pay the annual participation premium as determined by the board, the employer may be reimbursed for the cost of health coverage premiums from the trust fund.

An actuarial analysis has determined that the initial rate to be charged for participation in the cost sharing agreement is between \$87.00 and \$132.00 per law enforcement officer or firefighter annually. This rate range is influenced by a number of variables, variables the Board is currently discussing to determine an appropriate rate. The initial rate will be within the range specified. Once the rate is determined, it will be communicated to each city or county agency and should an agency desire to participate, payment will be required by June 30th, 2017 for the coverage period of July 1, 2017 to June 30, 2018.

The Board will rely on annual or bi-annual actuarial analysis to determine future rates. To continue participation, future rate payments will be due by June 30th annually, which is the day before the annual coverage period begins.

During the 2016 legislative session, HB159 amended some of the language originally enacted in 2015. The bill clarifies that an employer that chooses to participate in the cost-sharing agreement before July 1, 2017, will be eligible for reimbursement of health care costs for a surviving spouse or children in the event of a line of duty death that occurs on or after July 1, 2015.

Please be aware, that any future line of duty death that occurs after July 1, 2017 and occurs during a time when an agency chooses not to be a participant of the trust fund, will not be eligible for the health insurance reimbursement from the trust fund for the entire period of time health insurance is provided to that person's surviving spouse and children.

In addition, a statement was included in the bill to add a retrospective operation to July 1, 2005. Our interpretation of the retrospective language is that an employer is obligated to allow the surviving spouse and children to remain eligible for health coverage under the employer's group health plan in the event of a line of duty death that occurred on or after July 1, 2005. The health care costs for an individual under this circumstance are not reimbursable from the trust fund.

The board encourages you to share this information with your city/county officials, human resources staff and budget staff.

If you are interested in participating in the cost sharing agreement, please contact Kim Gibb kgibb@utah.gov. You will be provided a copy of the cost sharing agreement, along with instructions for participation.

Respectfully

A handwritten signature in black ink, appearing to read "Keith D. Squires", written in a cursive style.

Keith D. Squires
Commissioner



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: March 21, 2017

SUBJECT: **APPROVE THE UDOT CONTRACT TO USE TAP FUNDS FOR CURB, GUTTER, ASPHALT, AND SIDEWALK IMPROVEMENTS ALONG THE SOUTH FRONTAGE ROAD**

RECOMMENDATION

Approve the UDOT contract to participate and receive \$70,634 of TAP funds to construct curb, gutter, asphalt, and sidewalk along the south frontage road.

BACKGROUND

City staff applied for a grant of Transportation Alternative Program (TAP) funds to improve curb, gutter, asphalt, and sidewalk along the frontage road from approximately 1470 south to 1660 south. The amount awarded is \$70,634, the City does not have a matching amount but could incur costs if the project overruns the grant amount. Staff recommends signing the contract.

SUPPLEMENTAL INFORMATION

1. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



**State of Utah
Department of Transportation**

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: Farmington City Frontage Road Improvements Local Agency: City of Farmington	Charge ID No. 72555
Pin: 15128 Job/ Project:S-R199(221)		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **CITY OF FARMINGTON**, a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**."

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a sidewalk and bike lane described as constructing 737 feet of sidewalk along the frontage road and 1444 feet of curb and gutter and a 5' asphalt Extension for a bike lane in Farmington, Ut, Davis County See EXHIBIT A; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of **UDOT** that participation in TAP projects be on a 0% Local, 100% State match basis with a maximum State participation of \$70,634.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the **UDOT** highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region One Utility and Railroad Coordinator, telephone number 801-620-1635 or ldalley@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region One Environmental Manager, telephone number 801-620-1687 for assistance with any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's**

right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 0% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$70,634.00
Local Agency's Funds (Participation Amount)	\$0
Total Project	\$70,634.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$70,634.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by December 31, 2018. If for any reason, the **Local Agency** cannot complete construction by December 31, 2018, the **Local Agency** must request, in writing before July 1, 2018, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the **Local Agency** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

City Of Farmington				Utah Department of Transportation			
By		Date		By		Date	
Mayor Jim Talbot				UDOT Region One Project Manager Nathan Peterson			
By		Date		By		Date	
				UDOT Region One Director Kris Peterson			
By		Date		By		Date	
				Comptroller Office			

LETTER OF INTENT
FARMINGTON FRONTAGE ROAD IMPROVEMENTS

Farmington City is situated in a narrow space between the Great Salt Lake wetlands and the Wasatch Mountains. Many different transportation modes (active transportation corridors, passenger rail, freight rail, and roadways) are squeezed into this narrow space. As a result, people using various modes of transportation depend on linkages within Farmington in order to get where they want to go.

Bicycling, walking, and running have become increasingly popular in Farmington and the surrounding communities for work commutes, access to schools, and recreational activities. Several regionally significant active transportation facilities (e.g. the D&RG Rail Trail and Legacy Parkway Trail) have been built in the City within the past decade. These facilities have proven very popular with residents of Farmington and the neighboring cities in Davis and Salt Lake Counties. However, because they are located west of I-15 and the rail corridor, accessing them remains a challenge for people who live east of the freeway and rail corridor. Freeways and railroad tracks, by their natures, constitute significant barriers to active transportation. At-grade rail crossings are intentionally limited because of safety and operational challenges, while freeway interchanges are generally unfriendly places for people on foot or bicycle due to traffic volume, high speed, and conflicting turning movements. The presence of I-15, US-89, Legacy Parkway and the rail corridor combined with the constricted east-west land area through Farmington make comfortable east-west active transportation connections scarce. Therefore, Farmington City would like to improve on existing north-south active transportation routes that connect the eastside of Farmington with points south, particularly Centerville City.

Both the Frontage Road and 200 East (a.k.a Centerville's Main Street) are state roads that transcend city limits, but both routes have trail/sidewalk gaps, and sections of narrow shoulder that make active transportation difficult. While both of these roads have a lot of needs that must be addressed prior to their completion, the Frontage Road presents the greater opportunity for a complete route because it has far fewer missing gaps and would require less input to improve than 200 East.

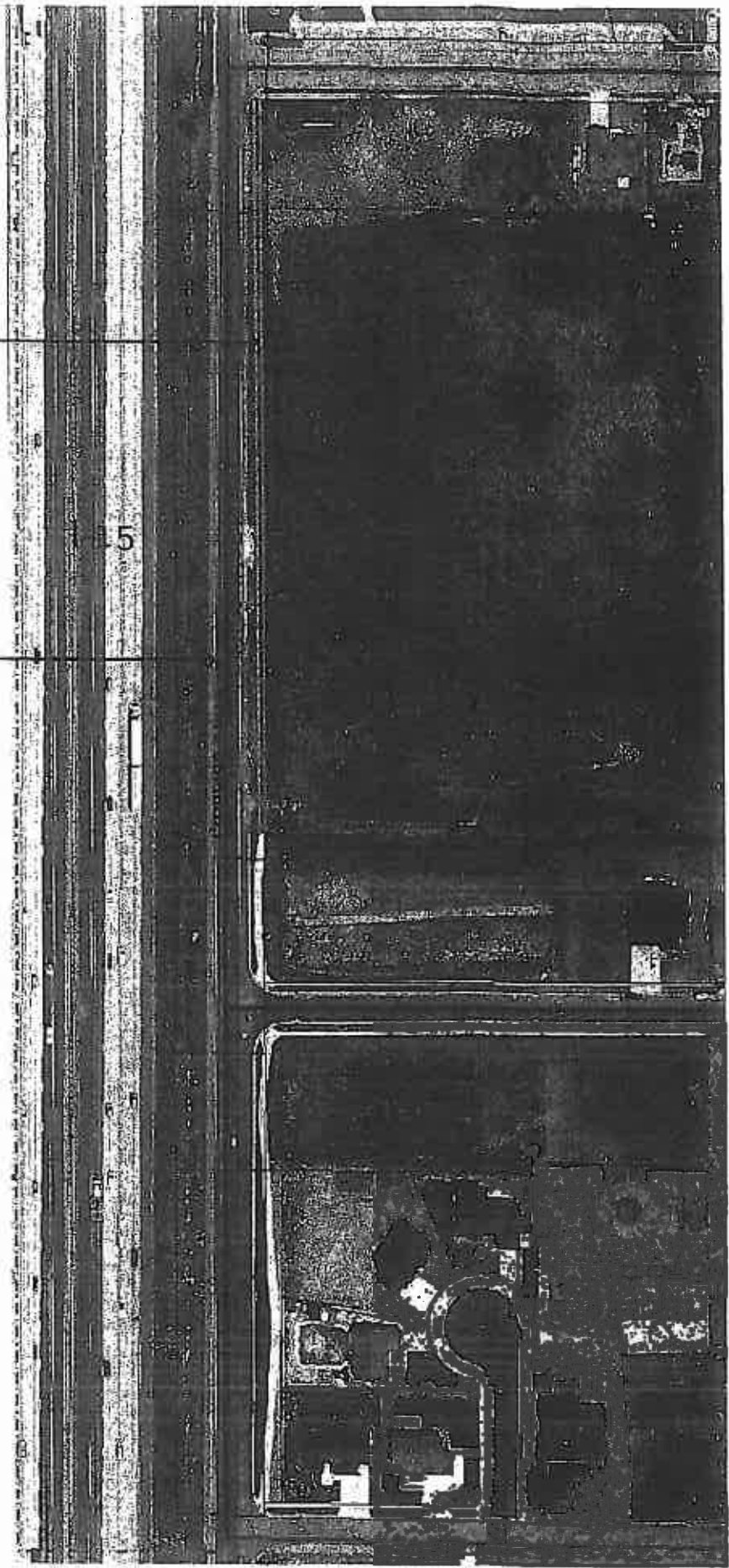
Additionally, Centerville City received CMAQ funds and will improve the entire western portion of the Frontage Road within their city limits through installing curb, gutter, and an asphalt extension to include bike lanes by 2017. We wish to match their plan and continue a bike lane on the west side of the Frontage Road through Farmington. Currently, there exists curb and gutter and a wide shoulder until the end of the sound wall (near South Farmington Park) where the City can paint a bike lane on the road. However, south of the sound wall, there is no curb and gutter and the road narrows. By extending the asphalt and installing curb and gutter from that point to our southern boundary, we will be able to extend a bike lane to our city limit where it will be picked up and continued through Centerville City.

Likewise, on the eastside of the Frontage Road Farmington has uninterrupted sidewalk from 200 West to the southern municipal boundary with two exceptions. The larger of the two gaps is between 1470 and 1600 South, and Farmington City would like to construct curb, gutter, and 8' of sidewalk to create a seamless transition between 200 West and the southern city limit line on the Frontage road.

The recently completed Farmington Active Transportation Plan has identified the frontage road on the opportunities, needs, and gap analysis as an important route that should have any missing segments connected. Through this project alone, Farmington City will be bridging a gap on the Frontage Road and creating a more integrated active transportation network that transcends city boundaries.

PROPOSED 8' SIDEWALK
CONNECTION
(737 LINEAR FEET)

PROPOSED CURB, GUTTER
& 5' ASPHALT EXTENSION
FOR A BIKE LANE
(1,444 LINEAR FEET)



FARMINGTON CITY COUNCIL MEETING
March 7, 2017

CLOSED SESSION

Motion:

At 5:37 p.m., **Cory Ritz** made a motion to go into a closed meeting for purpose of litigation and property acquisition. **Doug Anderson** seconded the motion which was unanimously approved.

Sworn Statement

I, **John Bilton**, Mayor Pro Temp of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

John Bilton, Mayor Pro Temp

Motion:

At 6:13 p.m., a motion to reconvene into an open meeting was made by **Brett Anderson**. The motion was seconded by **Brigham Mellor** which was unanimously approved.

WORK SESSION

Present: Councilmembers John Bilton (Mayor Pro Temp), Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Engineer Chad Boshell, Economic Development Specialist Seth Townsend, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Mayor Jim Talbot

Office Park/Mixed Use Area Status Report

Economic Development Specialist **Seth Townsend** provided the Council with an update regarding the office park/mixed use area. He noted that following the charrette exercise UDA provided additional detail to the relevant map by dividing the space into blocks and supplying square footage estimates.

Seth Townsend discussed projections for the area as assessed by UDA, Kimley-Horne and Chartwell Capital. Each assessment included an estimate of attached residential units projected for the site. The application from Chartwell Capital covers approximately 88 acres and proposes 64% of the attached residential units as outlined in the Market Study.

City Manager **Dave Millheim** asked Councilmembers to consider how the City will ensure office development will eventually occur in a mixed use project with attached residential units throughout. He noted that the D&RG trail provides a natural buffer to homes to the west. **Dave Millheim**

suggested that the City does not want to build all housing at once and the Council should consider the market study when evaluating the site plan.

Brigham Mellor noted that for developers, the least risky real estate is housing. He suggested that the City should seek compromise with developers such that for every certain percentage of housing built, a certain percentage of office/commercial space is required. **David Peterson** noted that the application proposes to begin at the north end of the property (abutting Shepard Lane) as there is existing infrastructure (streets, sewer, etc.) to connect to.

Dave Millheim provided an update about a Highway General Obligation Bond that will impact the West Davis Corridor (WDC), Shepard Lane interchange and other transportation related projects. The construction and design of the interchange will impact the development of the Chartwell Capital property. Right now the design is planned around a best guess scenario. **Dave Millheim** outlined that the process would be for the Governor to sign the bill, then bonds will be issued, the WDC Record of Decision will be released, and then there will be a period of time for design with construction likely to begin in 2020.

John Bilton offered that Councilmembers should use the guiding principles and advice from professionals when making decisions about the area. It was expected that housing proposals would come in first, but should be balanced with office development. **Brigham Mellor** suggested that once CRAs are established, Tax Increment Financing (TIF) can be used to incentivize companies.

650 West Road Improvement Update

Dave Millheim said that the design for the 650 West road improvement has been completed and the City held a pre-bid meeting on March 1. The bids are due from project bidders on March 10. City Engineer **Chad Boshell** reviewed the 650 West road improvement timeline. **Brett Anderson** asked about compartmentalizing each phase of the design and **Chad Boshell** noted that the bids will come in outlining costs and timeline related to each portion.

Dave Millheim cautioned Councilmembers that the freeze and thaw cycle from this winter caused many potholes throughout the city that will need to be repaired; the initial budget for the 650 West project currently allocates all the City's road money. **Dave Millheim** suggested that a special Council meeting be held on Tuesday, March 14 to review the bids and discuss the Public Works road maintenance budget. This will allow staff time to notice those involved, share the schedule and move on calling the extension agreements.

REGULAR SESSION

Present: Councilmembers John Bilton (Mayor Pro Temp), Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Mayor Jim Talbot

CALL TO ORDER:

Mayor Pro Temp **John Bilton** called the meeting to order at 7:13 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Councilmember Brett Anderson** and the Pledge of Allegiance was led by City Manager **Dave Millheim**.

PRESENTATIONS:**Introduction and Administration of Oath of Office for Youth City Council**

Mayor Pro Temp **John Bilton** introduced the 2017 Farmington Youth City Council and administered the Oath of Office. He recognized each of the twenty-five members of the Youth City Council and their Mayor **Samuel Marston**. **John Bilton** and **Dave Millheim** expressed appreciation for **Emily Pace** and her work with the Youth City Council as well as the support of Councilmember **Doug Anderson**.

PUBLIC HEARINGS:**Held Subdivision Plat Amendment – Joel Anderson**

City Planner **Eric Anderson** presented information from the staff report. The applicant desires to amend the Held Subdivision by converting a duplex into two condominium units. The application is for both a plat amendment and a subdivision because new units are being proposed in an existing subdivision. The applicant is proposing to place a property line through the center of Lot 1, between the shared wall of each duplex unit. At some point, an illegal subdivision was created and recorded with the Davis County Recorder's office on Lot 1; however, the subdivision never went through the City approval process and the plat was not amended properly. The current application seeks to rectify this oversight, and to bring the lot split into compliance with city code. **Eric Anderson** noted that the Planning Commission unanimously recommended approval of the plat amendment and condominium subdivision.

John Bilton opened the public hearing at 7:25 p.m.; with no one signed up to address the Council on the issue, he closed the public hearing at 7:25 p.m.

Motion:

Brett Anderson moved that the City Council approve the plat amendment and condominium subdivision for the Held Subdivision subject to all applicable Farmington City ordinances and development standards, and the following condition: the applicant shall meet all requirements of the building department and building code to retrofit the duplex and bring it into compliance with the requirements of a condominium unit.

Doug Anderson seconded the motion. The Plat Amendment was approved unanimously.

Cory Ritz abstained from the vote as he is related to the applicant.

Findings for Approval:

1. The proposed plat amendment meets the requirements of the Subdivision and Zoning Ordinance.
2. The affected subdivision has already installed all required improvements.
3. The proposed plat amendment is bringing an illegal subdivision into compliance with the Zoning Ordinance.
4. By creating condominium units, the property owners will be able to offer the units for sale and not just for rent.

Development Agreement and Site Plan/Project Master Plan (PMP) Amendment – Station Park

City Development Director **David Peterson** presented information from the staff report. The applicant, CenterCal, is requesting approval to amend its existing development agreement with the City by including property adjacent to Cabela's, north Park Lane, including the adoption of alternative development standards. **David Peterson** noted that the ordinance states that if a parcel is against the embankment, then it is acceptable to have the building back the street; in this instance this would mean that buildings would not have business frontage along Park Lane.

Jim Steaman, 2248 Sunnyside Ridge Road, Rancho Palos Verdes, CA, represented the applicant CenterCal. **Jim Steaman** noted that CenterCal plans to create a pedestrian area and patio and maintain the quality and development agreement standards. He also stated that they would be working with the same architect (RDC Architects) which was used for the Village portion of Station Park.

Councilmembers were complementary of Station Park and the partnership with CenterCal. **Cory Ritz** asked about the clientele for the north development. **Jim Steaman** indicated that planned tenants would be restaurants and dry goods establishments. **Brigham Mellor** complemented the design with buildings backing the road, shielding the parking lot from traffic. **Doug Anderson** noted that Station Park has become a destination for people.

John Bilton opened the public hearing at 7:35 p.m.; with no one signed up to address the Council on the issue, he closed the public hearing at 7:35 p.m.

Motion:

Doug Anderson moved that the City Council approve the amendment to existing development agreement with CenterCal (as per the recommendation of the Planning Commission) which will, among other things, incorporate the Station Park West property as part of the overall Station Park site plan/project master plan (PMP) and will enact alternative standards for this development as set forth in said proposed amendment to the agreement.

Brett Anderson seconded the motion. The Development Agreement and Site Plan/Project Master Plan (PMP) Amendment was approved unanimously.

Findings for Approval:

1. Presently Chapter 18 allows buildings to back Park Lane on those portions of this street (and its access streets) that are raised on an embankment. Some of the Station Park West

site meets this criteria, but not all. It is reasonable to allow all the buildings in this development to back Park Lane regardless because it is inconsistent to have some, but not all, do so; and the street is a major arterial not suited for the typical pedestrian oriented standards called for by the ordinance.

2. The developer is providing a no-build access easement area across a portion of the site in lieu of a formal public street because the triangle awkward shape of the property prevents him from doing otherwise; however, the block standards of the regulating plan will be maintained.
3. The City has approved no-build access easements in the past in keeping with the regulating plan---at Park Lane Village, and the Cabela's block.
4. Station Park is a very good development for the City and region; and it is desirable for the City to extend the Station Park brand and quality architectural elements across the street to the Station Park West site.

NEW BUSINESS:

Smith Homestead Final PUD Master Plan – Jerry Preston

City Planner **Eric Anderson** reviewed the staff report. The applicant is requesting final PUD master plan approval for a 3 lot minor subdivision located at 244 East 100 North in the OTR zone. The applicant will preserve the existing rock home and add two lots in the rear; applicant is required to go through the PUD process. **Eric Anderson** noted that the 10% requirement of open space does not make sense for the size of this project; City ordinances allow for the preservation of an historic building in lieu of open space requirement. The Planning Commission approved the final plat, and recommended approval of the final PUD master plan

Jerry Preston, 177 North Main Street, Farmington, stated this was a good project and was appreciative of the Council's consideration. **Doug Anderson** asked if the fire turnaround would be in the driveway of the second home. **Jerry Preston** replied in the affirmative and said that he would be working with the Fire Marshall to approve the final design.

Motion:

Cory Ritz moved that the City Council approve the Final PUD Master Plan subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. Public improvement drawings, including but not limited to, a grading and drainage plan, shall be reviewed and approved by the Farmington City Works, City Engineer, Storm Water Official, Fire Department, Central Davis Sewer District and Benchland Water;
2. The applicant shall show and receive approval from the Fire Marshal for either a cul-de-sac or a hammer head turnaround at the end of the private street;
3. The applicant shall preserve the existing historic home on Lot 1.

Brigham Mellor seconded the motion; the Final PUD Master Plan was approved unanimously.

Findings for Approval:

1. The proposed subdivision matches the densities of the surrounding neighborhood.
2. The proposed PUD master plan is consistent with the intent of the PUD ordinance as found in Chapter 27 of the Zoning Ordinance, including but not limited to, the preservation of an existing historic home in lieu of the open space requirement.
3. Because the proposed subdivision is in the OTR zone, the applicant will need to meet the standards for new construction as set-forth in 11-17-070 of the Zoning Ordinance at the time of building permits. Additionally, compliance with the above cited section will meet and exceed the PUD design standards as set forth in Section 11-27-120(h)(3) of the Zoning Ordinance because the standards in the OTR zone are more specific and more stringent for new construction.

SUMMARY ACTION:

1. Approval of Minutes from February 21, 2017

Brett Anderson moved, with a second from **Cory Ritz**, to approve summary action item 1 as contained in the staff report.

The motion was approved unanimously.

DISCUSSION ITEMS:**Memo on Mountain America Credit Union Application**

Eric Anderson provided an overview of the Application from Mountain America Credit Union. He indicated that the subject property is encumbered by the Park Lane Commons Development Agreement and the related PMP (Project Master Plan), as well as Chapter 18 of the Zoning Ordinance and the application as received does not conform to the underlying zoning standards. Specifically, drive-up windows are not allowed for financial institutions, the site plan does not have the primary entrance located on a public street, and the building as designed does not meet the requirement to have 60% frontage. **Eric Anderson** noted that the current process allows for Staff to meet with the applicant before submission, but not provide a full review of the site until the time of application.

Eric Anderson presented three options for moving forward:

- A. Ask applicants to submit a revised site plan to bring it into conformity. This may deter a credit union at the site, but not require the city to grant several exceptions beyond what was already provided for in the Development Agreement.
- B. The City and the applicant can amend the development agreement to allow for exceptions. This would require amending a document that required a lot of work, time, effort, and money to produce and to arrive at a point of agreement, and will potentially set a precedent for other developers utilizing Section 140 throughout the mixed-use districts. This this action would be the quickest form of compromise.

- C. The City can perform a zone text amendment to Chapter 18 removing or amending the requirements that currently encumber this property, thus paving the way for Mountain America to develop this site in the way they desire. This action will take time and could potentially open the door to other developers seeking amendments, but this would fix some of the potentially overly-stringent requirements with the ordinance that may be too restrictive for uses such as credit unions. Solution apply to all three:

Chris Tapia, Senior Vice President of Corporate Real Estate, Mountain America Credit Union, 7181 South Campus View Drive, West Jordan, noted that the proposed development is unique in design and includes a seating area and a fountain at the corner of the property with walkways to the front entrance of the building. He stated that street access is a security concern for financial institutions, increasing the probability of robberies fourfold. MACU reviewed the ordinances at the time of the agreement and did not foresee issues with the MACU site plan. He indicated that MACU has invested approximately \$1.5 million into the property and would likely not have closed on the property had the drive-up windows, entrance and frontage issues come up earlier.

Brigham Mellor argued that on the entrance and frontage issues the Council should ask the applicant to revise the site plan to bring it into conformity. **Doug Anderson** expressed that he leans toward solution A as well, but would like to discuss the matter further before final decisions are made. **Cory Ritz** expressed concern that the applicant may decide not to develop the property rather than change the design; he indicated that he would support allowing for slight changes to the development agreement.

Councilmembers discussed the issues as presented and concluded that staff should move ahead to amend the use table found in Section 11-18-050 to allow for drive-ups on financial institutions through special use review by the Planning Commission and request that MACU revise the application to comply with the development agreement related to the public entry and frontage requirements.

GOVERNING BODY REPORTS:

City Manager Report

1. January Monthly Activity Report for Police
 - a. **Dave Millheim** noted that he had nothing additional to add on this item.
2. Special Council Meeting, Tuesday, March 14 at 7 p.m.
 - a. This meeting will be used to review bids related to the 650 West Road Improvement and to discuss the Public Works roads budget.
3. **Dave Millheim** explained that Eric Miller, City Chief Building Official, has been involved with career development with the legislative building officials and is well respected. Eric Miller has been nominated to represent Utah to the national chapter; he does not want to accept the nomination unless the City plans to cover the cost of travel to the annual meeting. Councilmembers unanimously supported covering the associated travel costs and commended Miller's leadership and involvement.
4. UDOT bond
 - a. **Dave Millheim** announced that Utah House Majority Leader Brad Wilson and Senator Stuart Adams will attend the work session on March 21st to discuss the

UDOT bond and how it will impact West Davis Corridor and the Shepard Lane interchange.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

Cory Ritz stated he had a request from a resident to review City cemetery policies related to resident couples purchasing a lot prior to the death of the resident or spouse. **Dave Millheim** indicated this will be placed on a future work session agenda for discussion.

Cory Ritz made a request to discuss the triangle of property owned by the LDS Church in the next meeting. He also made a request to discuss the 500 South road plan at the March 14th meeting.

Councilmember Doug Anderson

Nothing to report.

Councilmember Brett Anderson

Brett Anderson asked to discuss a request for a triathlon at a future meeting. **Brett Anderson** committed to forwarding an e-mail received on the topic to **Dave Millheim**.

Councilmember Brigham Mellor

Brigham Mellor suggested that Councilmembers provide one article every quarter to the City newsletter. The topic would be the member's choice and would provide a way for citizens to have a positive interaction with Councilmembers. **Dave Millheim** was supportive of the idea and suggested that **Brigham Mellor** provide the first article.

Councilmember John Bilton

Nothing to report.

Mayor Jim Talbot

Excused

ADJOURNMENT

Motion:

At 9:08p.m., **Doug Anderson** made a motion to adjourn the meeting. **Brigham Mellor** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 21, 2017

SUBJECT: **HUNTERS CREEK CONSERVATION EASEMENT AMENDMENT**

RECOMMENDATION

Move that the City Council approve/accept the enclosed amendment to the Hunters Creek Conservation Easement as per direction received by the City Council on February 7, 2017.

BACKGROUND

The City Council held a public hearing and approved the Hunters Creek HOA conservation easement amendment request on February 7, 2017. The enclosed easement amendment memorializes that approval and will be recorded and "run" with the land.

Supplementary Information

1. February 7, 2017, City Council Minutes (page 8).
2. First Amendment to Conservation Easement Hunters Creek Subdivision.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

SUMMARY ACTION:

1. **Pregnancy Light Duty Policy**
2. **2017 Municipal Elections Agreement**
3. **Hunters Creek Conservation Easement Amendment Request**
4. **Approval of Minutes from 1/3/17**
5. **Approval of Minutes from 1/17/17**

Mayor Talbot reviewed the summary action. Dave Peterson, City Development Manager, noted that the Hunters Creek Conservation Easement Amendment Request should be considered outside of summary action so that staff may provide an update.

Motion:

Brett Anderson moved, with a second from John Bilton to remove the Hunters Creek Conservation Easement Amendment Request from the summary action and consider only items 1, 2, 4 and 5 for summary action.

The motion was approved unanimously.

Motion:

Brett Anderson moved, with a second from Cory Ritz, to approve summary action items 1, 2, 4 and 5 as contained in the staff report.

The motion was approved unanimously.

Hunters Creek Conservation Easement Amendment Request

Dave Peterson met with James Creer from the Hunters Creek HOA and they would like to strike the words “fire pit” from Note 15 of the Hunters Creek Conservation Easement Amendment Request.

Cory Ritz moved, with a second from John Bilton, to approve the Hunters Creek Conservation Easement Amendment, removing the words “fire pit” from Note 15.

The motion was approved unanimously.

Motion:

John Bilton moved, with a second from Brett Anderson, to move Hughes Property General Plan Amendment to be the next order of business. The motion was approved unanimously.

OLD BUSINESS:

Hughes Property General Plan Amendment

WHEN RECORDED, MAIL TO:

Farmington City
Attn: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Parcel Number(s): 08-353-0137, 08-053-0138, 08-400-0239, 08-400-0240, 08-400-0241,
08-400-0242, 08-400-0243, 08-398-0355, 08-398-0356, 08-398-0357

**FIRST AMENDMENT TO
CONSERVATION EASEMENT FOR HUNTERS CREEK SUBDIVISION,
PHASES 1 - 3**

**THIS FIRST AMENDMENT TO CONSERVATION EASEMENT FOR
HUNTERS CREEK SUBDIVISION, PHASES 1-3** (the "First Amendment") is made and
entered into as of the _____ day of March, 2017, by and between **FARMINGTON CITY**, a
Utah municipal corporation, hereinafter referred to as the "City," and **HUNTERS CREEK
HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, hereinafter referred to as
"Homeowners Association."

RECITALS:

A. The City and Homeowners Association, as the original grantor, entered into that
certain Conservation Easement dated January 7, 2010, and recorded at the Davis County
Recorder's Office on January 11, 2010, as Entry No. 2504851, Book No. 4938, Pages 1432-1469
("Conservation Easement"), preserving and protecting various parcels of property within the
Hunters Creek Subdivision, Phases 1-3; and

B. The underlying property subject to the Conservation Easement is more
particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference
("Property"); and

C. The Homeowners Association desires to amend Exhibit "B" of the Conservation
Easement regarding the Use Map designating and more particularly describing the permitted and
conditional uses of the Property, and the notes related thereto; and

D. The City has reviewed the proposed amendments to the Conservation Easement in
accordance with the City's Conservation Easement Amendment Policy ("Amendment Policy")
and has held a public hearing, including required notice of the same, in accordance with the
Amendment Policy; and

E. The City has determined, in accordance with the Amendment Policy that the amendments are legally permissible, consistent with the purposes and intent of the Conservation Easement, and are warranted under the circumstances as more particularly set forth herein, and the City is willing to amend the Conservation Easement subject to and in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Homeowners Association agree as follows:

1. **Purpose.** The stated purpose of the Conservation Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The stated conservation values of the Conservation Easement are: unique, sensitive, natural, scenic, aesthetic, open space, recreational, ecological, floodplain, upland and wetland.

2. **Amendment Policy and Procedures.** In compliance with the Amendment Policy, it is the City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. The City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Pursuant to the terms and conditions of the Amendment Policy, the City Council held a public hearing on the proposed amendments providing the applicant, the public and any interested party the opportunity to comment on the proposed amendments. The City provided fourteen (14) days advance notice of such hearing by publishing notice thereof in the Davis County Clipper, a daily newspaper of general circulation within the City.

3. **Findings.** The amendments to the Conservation Easement provided for herein further and designate permitted and conditional uses on the Use Map. Pursuant to provisions and requirements of the Amendment Policy, the City Council hereby finds that such amendments to the Conservation Easement are minor or incidental changes which are not inconsistent with the conservation values or purposes of the Conservation Easement and/or provide clarification to aid in the interpretation of the document. The City Council further finds that the amendments are consistent with the overall purpose of the Conservation Easement and will not be detrimental to or compromise the protection of the stated conservation values of the Property; the amendments are substantially equivalent to or enhance the conservation values of the Property; the amendments are consistent with the City's goals for conservation of land under the Farmington City Conservation Subdivision Ordinance and will not undermine the City's obligation to preserve and enforce other conservation easements it has accepted; the amendments are the minimum change necessary to achieve the desired and acceptable purpose; the amendments are clearly warranted and in the best interest of the public and the subject Property; the granting of the amendments will not set an unfavorable precedent for future amendment requests; the

amendments do not adversely affect the City's qualification as a holder of conservation easements or any claimed deduction for donation of the conservation easement; and the amendment does not provide a private benefit for the landowner or any private party or parties.

4. **Amendment to Exhibit "B"**. Exhibit "B" of the Conservation Easement regarding the Use Map for the Property is hereby amended to read in its entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by this reference.

5. **Full Force and Effect**. The terms of this First Amendment are hereby incorporated as part of the Conservation Easement. All other terms and conditions of the Conservation Easement not modified by this First Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this First Amendment modify or conflict with any provisions of the Conservation Easement, the terms of this First Amendment shall control.

6. **Binding Effect**. This First Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor H. James Talbot

"HOMEOWNERS ASSOCIATION"

**FARMINGTON RANCHES
HOMEOWNERS ASSOCIATION**

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2017, personally appeared before me **H. JAMES TALBOT**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

Notary Public

HOMEOWNER ASSOCIATION ACKNOWLEDGMENT

STATE OF _____)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of the **HUNTERS CREEK HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

Notary Public

EXHIBIT "1"

LEGAL DESCRIPTION OF EASEMENT AREA

All of Parcels A and B as shown on the official plat map of the Hunters Creek Subdivision, Phase 1, located in Farmington City, Davis County, State of Utah, as recorded in the Office of the Davis County Recorder, State of Utah.

All of parcels K, L, M, N and O on the official plat map of the Hunters Creek Subdivision, Phase 2, located in Farmington City, Davis County, State of Utah, as recorded in the Office of the Davis County Recorder, State of Utah.

All of parcels H, I and J on the official plat map of the Hunters Creek Subdivision, Phase 3, located in Farmington City, Davis County, State of Utah, as recorded in the Office of the Davis County Recorder, State of Utah.

Exhibit "2"
Exhibit "B"
To the Conservation Easement for
Hunters Creek Subdivision Phases 1, 2, and 3

USE MAP

The following Notes are provided regarding the specified permitted and conditional uses of Property within the Conservation Easement for Hunters Creek Subdivision Phases 1, 2, and 3, as indicated and designated on the attached Use Map for the subject areas.

Note 1:

Pursuant to the terms of the Conservation Easement, the existing neighborhood park/playground, and related improvements, with manicured landscaping are permitted to continue as allowed uses in this area, but any alteration, modification, change, upgrade or relocation of such equipment and facilities shall required a Conditional Use Permit. As for any existing or future manicured lawn areas, owner shall be required to provide: (1) a barrier acceptable to the City between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City to delineate the Conservation Easement Area from adjacent private property and to designate the park area from the natural open space. The existing fencing is an acceptable barrier between natural and vegetation and existing manicured lawn areas and adequately delineates the Conservation Easement in these areas. Any future lawn shall require prior approval from the City as to lawn and/or seed type. Existing facilities and improvements include, but are not limited to, the following: manicured lawn, a fence and a jungle gym system.

Note 2:

The existing monument sign is an allowed use in the location indicated on the Use Map and has previously received an approved sign permit.

Note 3:

The existing manicured landscaping is an allowed use along 950 North and along Sharpshooter Drive in locations indicated on the Use Map; provided: (1) a barrier acceptable to the City is maintained between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City is provided to delineate the natural vegetation areas and the manicured lawn areas. The existing slope and topography in this area is deemed to be a sufficient barrier acceptable to the City. The manicured landscaping along 950 North shall not exceed forty-five feet (45') in width behind the sidewalk.

Note 4:

The existing stream is an allowed use in accordance with and subject to the terms and conditions of the Conservation Easement. The stream channel shall be maintained in accordance with the Maintenance Plan, the requirements of the Stream Alteration Permit, and any requirements of the Army Corps of Engineers or Davis County, Utah. Davis County has jurisdiction over said stream and may make modifications as necessary.

Note 5:

The trails as recorded in the deeded trail easements to the City are allowed uses in accordance with and subject to the terms and conditions of the Conservation Easement. Asphalt and dirt are acceptable material for the trails. The final location and any materials other than asphalt or dirt proposed for the designated trails shall be approved by Farmington City.

Note 6:

The existing paved access road, as required by the Stream Alteration Permit, in its existing location, size and width as shown on the Use Map is an allowed use in accordance with and subject to the terms and conditions of the Conservation Easement.

Note 7:

Upland vegetation and manicured landscaping is allowed in this area as a permitted use; provided: (1) a barrier acceptable to the City is provided between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City is provided to delineate the Conservation Easement Area from adjacent private property and/or natural vegetation areas. Lawn and/or seed type shall be approved by Farmington City. Any areas left as uplands shall be properly maintained in its natural state and, if the land has been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the Conservation Easement and Maintenance Plan.

Note 8:

An optional trail may be approved in designated locations as shown on the Use Map. Asphalt and dirt are acceptable material for the trails. The final location and any materials other than asphalt or dirt proposed for the optional trails shall be approved by Farmington City.

Note 14:

Pursuant to the terms and conditions of the Conservation Easement, a community garden may be allowed in this location designated on the Use Map with a Conditional Use Permit. Until and unless a Conditional Use Permit is issued for a community garden in this area, the area shall be maintained in accordance with Note 9 as upland vegetation, as indicated on the Use Map.

Note 15:

Pursuant to the terms and conditions of the Conservation Easement, picnic pavilion, manicured lawn, and other community open space uses may be allowed in the location designated on the Use Map with a Conditional Use Permit. The area approved shall not exceed 10,000 s.f. Until and unless a Conditional Use Permit is issued for community open space uses in this area, the area shall be maintained in accordance with Note 9 as upland vegetation, as indicated on the Use Map. As for any future manicured lawn areas, the Owner shall be required to provide: (1) a barrier acceptable to the City between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City to delineate the Conservation Easement Area from adjacent private property and to designate the park area from the natural open space. Any future lawn shall require prior approval from the City as to lawn and/or seed type.

Note 16

The planting of trees and installation of an irrigation system to water the trees is allowed in a ten foot (10 foot) wide strip located immediately behind the rear property lines of lots abutting the open space in addition to the natural vegetation that is allowed by Note 9.

Note 9:

The land within this area shall be preserved as upland vegetation in its natural state. The existing fencing in this area acts as a boundary line designation and is acceptable to the City to delineate the Conservation Easement Area from adjacent private property and manicured lawn areas. Upland vegetation shall be left in its natural state or, if the land has been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the Conservation Easement and Maintenance Plan.

Note 10:

Pursuant to the terms of the Conservation Easement, the existing community facilities and improvements with manicured landscaping are permitted to continue as a permitted use in this area, but any alteration, modification, change, upgrade or relocation of such facilities and improvements shall required a Conditional Use Permit. As for any existing or future manicured lawn areas, the Owner shall be required to provide: (1) a barrier acceptable to the City between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City to delineate the Conservation Easement Area from adjacent private property and to designate the park area from the natural open space. Any future lawn shall require prior approval from the City as to lawn and/or seed type. Existing facilities and improvements include the following: swimming pool, clubhouse, parking lot, manicured lawn and sprinkler system, and a fence around the parcel.

Note 11:

Pursuant to the terms and conditions of the Conservation Easement, a basketball court, fire pit, picnic pavilion, manicured lawn, and other community open space uses may be allowed in this location designated on the Use Map with a Conditional Use Permit. Until and unless a Conditional Use Permit is issued for a basketball court or other community open space uses in this area, the area shall be maintained in accordance with Note 9 as upland vegetation, as indicated on the Use Map.

Note 12:

Pursuant to the terms and conditions of the Conservation Easement, a community orchard and/or gardens may be allowed in the location designated on the Use Map with a Conditional Use Permit. Until and unless a Conditional Use Permit is issued for a community orchard and/or garden in this area, the area shall be maintained in accordance with Note 9 as upland vegetation, as indicated on the Use Map.

Note 13:

Pursuant to the terms and conditions of the Conservation Easement, a bridge for stream crossing and connection of the trail system may be allowed in the location designated on the Use Map with a Conditional Use Permit.

Exhibit "B"
To the Conservation Easement for
Hunters Creek Subdivision Phases 1, 2, and 3

USE MAP

The following Notes are provided regarding the specified permitted and conditional uses of Property within the Conservation Easement for Hunters Creek Subdivision Phases 1, 2, and 3, as indicated and designated on the attached Use Map for the subject areas.

Note 1:

Pursuant to the terms of the Conservation Easement, the existing neighborhood park/playground, and related improvements, with manicured landscaping are permitted to continue as allowed uses in this area, but any alteration, modification, change, upgrade or relocation of such equipment and facilities shall required a Conditional Use Permit. As for any existing or future manicured lawn areas, owner shall be required to provide: (1) a barrier acceptable to the City between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City to delineate the Conservation Easement Area from adjacent private property and to designate the park area from the natural open space. The existing fencing is an acceptable barrier between natural and vegetation and existing manicured lawn areas and adequately delineates the Conservation Easement in these areas. Any future lawn shall require prior approval from the City as to lawn and/or seed type. Existing facilities and improvements include, but are not limited to, the following: manicured lawn, a fence and a jungle gym system.

Note 2:

The existing monument sign is an allowed use in the location indicated on the Use Map and has previously received an approved sign permit.

Note 3:

The existing manicured landscaping is an allowed use along 950 North and along Sharpshooter Drive in locations indicated on the Use Map; provided: (1) a barrier acceptable to the City is maintained between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City is provided to delineate the natural vegetation areas and the manicured lawn areas. The existing slope and topography in this area is deemed to be a sufficient barrier acceptable to the City. The manicured landscaping along 950 North shall not exceed forty-five feet (45') in width behind the sidewalk.

Note 4:

The existing stream is an allowed use in accordance with and subject to the terms and conditions of the Conservation Easement. The stream channel shall be maintained in accordance with the Maintenance Plan, the requirements of the Stream Alteration Permit, and any requirements of the Army Corps of Engineers or Davis County, Utah. Davis County has jurisdiction over said stream and may make modifications as necessary.

Note 5:

The trails as recorded in the deeded trail easements to the City are allowed uses in accordance with and subject to the terms and conditions of the Conservation Easement. Asphalt and dirt are acceptable material for the trails. The final location and any materials other than asphalt or dirt proposed for the designated trails shall be approved by Farmington City.

Note 6:

The existing paved access road, as required by the Stream Alteration Permit, in its existing location, size and width as shown on the Use Map is an allowed use in accordance with and subject to the terms and conditions of the Conservation Easement.

Note 7:

Upland vegetation and manicured landscaping is allowed in this area as a permitted use; provided: (1) a barrier acceptable to the City is provided between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City is provided to delineate the Conservation Easement Area from adjacent private property and/or natural vegetation areas. Lawn and/or seed type shall be approved by Farmington City. Any areas left as uplands shall be properly maintained in its natural state and, if the land has been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the Conservation Easement and Maintenance Plan.

Note 8:

An optional trail may be approved in designated locations as shown on the Use Map. Asphalt and dirt are acceptable material for the trails. The final location and any materials other than asphalt or dirt proposed for the optional trails shall be approved by Farmington City.
~~The final location and materials for trails shall be approved by Farmington City in accordance with and subject to the terms and conditions of the Conservation Easement.~~

Note 9:

The land within this area shall be preserved as upland vegetation in its natural state. The existing fencing in this area acts as a boundary line designation and is acceptable to the City to delineate the Conservation Easement Area from adjacent private property and manicured lawn areas. Upland vegetation shall be left in its natural state or, if the land has been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the Conservation Easement and Maintenance Plan.

Note 10:

Pursuant to the terms of the Conservation Easement, the existing community facilities and improvements with manicured landscaping are permitted to continue as a permitted use in this area, but any alteration, modification, change, upgrade or relocation of such facilities and improvements shall required a Conditional Use Permit. As for any existing or future manicured lawn areas, the Owner shall be required to provide: (1) a barrier acceptable to the City between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City to delineate the Conservation Easement Area from adjacent private property and to designate the park area from the natural open space. Any future lawn shall require prior approval from the City as to lawn and/or seed type. Existing facilities and improvements include the following: swimming pool, clubhouse, parking lot, manicured lawn and sprinkler system, and a fence around the parcel.

Note 11:

Pursuant to the terms and conditions of the Conservation Easement, a basketball court, fire pit, picnic pavilion, manicured lawn, and other community open space uses may be allowed in this location designated on the Use Map with a Conditional Use Permit. Until and unless a Conditional Use Permit is issued for a basketball court or other community open space uses in this area, the area shall be maintained in accordance with Note 9 as upland vegetation, as indicated on the Use Map.

Note 12:

Pursuant to the terms and conditions of the Conservation Easement, a community orchard and/or gardens may be allowed in the location designated on the Use Map with a Conditional Use Permit. Until and unless a Conditional Use Permit is issued for a community orchard and/or garden in this area, the area shall be maintained in accordance with Note 9 as upland vegetation, as indicated on the Use Map.

Note 13:

Pursuant to the terms and conditions of the Conservation Easement, a bridge for stream crossing and connection of the trail system may be allowed in the location designated on the Use Map with a Conditional Use Permit.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 21, 2017

SUBJECT: **RESIDENCES OF FARMINGTON HILLS SIDEWALK EXTENSION AGREEMENT**

RECOMMENDATION

Approve the enclosed extension agreement and record the same against those lots in Residences of Farmington Hills Subdivision where no sidewalk is now required.

BACKGROUND

Previously, the City Council (and Planning Commission) approved a street cross-section for the Residences of Farmington Hills whereby the sidewalk requirement was waived on one side of the r.o.w. The enclosed is extension agreement was drafted as per the direction of the Council, and it is also a condition of final plat approval by the Commission. The extension agreement will be recorded concurrently with the recordation of the final plat.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

PUBLIC IMPROVEMENTS EXTENSION AGREEMENT

THIS AGREEMENT is made and executed this ____ day of _____, 2017, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as "City" and Elite Craft Homes LLC hereinafter referred to as "Owner".

In consideration of the mutual covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The City hereby grants Owner a temporary extension of time with respect to the City's requirement for installation of sidewalk abutting and/or pertaining to the real property owned by Owner located at _____ in Farmington City, Davis County, Utah, and more particularly described as follows:

Lot ____, Residences of Farmington Hills Subdivision.

It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the Owner's agreement herein to install the sidewalk in strict accordance with the specifications, rules, and regulations promulgated therefor by Farmington City and which are in effect at the time the Improvements are installed.

2. Owner hereby covenants that Owner will hereafter, upon written request by the City, immediately install the aforesaid Improvements at no cost to the City. In addition, Owner agrees not to protest the creation of a special assessment (SAA) area hereafter if such an SAA is created for the purpose of making some or all of the sidewalk improvements pertaining to Owner's property.

3. If, for any reason, Owner does not install and complete the sidewalk within 90 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Improvements at the sole expense of the Owner at that time and to charge the Owner and/or the above-described property with the cost of said installation and completion. The cost incurred by the City to install and complete the Improvements upon the failure of Owner to do so, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property and shall be promptly paid by the Owner. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the above-described property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

4. Owner hereby represents and warrants that Owner owns fee title interest to the above-described property and further hereby confesses judgment for Owner, Owner's heirs, representatives, and successors in interest for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.

6. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah,

whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

7. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

"FARMINGTON CITY"

"OWNER"

H. James Talbot, Mayor

Elite Craft Homes, LLC

By: _____

ATTEST:

Its: _____

Holly Gadd, City Recorder

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **Elite Craft Homes LLC.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public
Residing at: _____

My Commission Expires:

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____ 2017, personally appeared before me **H. James Talbot and Holly Gadd**, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, a municipal corporation, and that the foregoing instrument was signed in behalf of said City by authority of its City Council.

Notary Public
Residing at: _____

My Commission Expires:



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 21, 2017

SUBJECT: **DAVIS CREEK PIONEERING AGREEMENT**

RECOMMENDATION

Approve the enclosed pioneering agreement and record the same concurrent with the reoordation of the Davis Creek Subdivision.

BACKGROUND

On March 9, 2017, the Planning Commission approved the final plat of the Davis Creek Subdivision located at approximately 475 South Glover's Lane across from the new high school site. Ivory Homes, the developer, will construct the local street which accesses the site, adjacent to the west boundary of the project. This location may greatly benefit abutting owners as they had little opportunity to develop their properties prior to the Davis Creek Subdivision. In the event these owner choose to develop, Ivory is seeking to recoup some of its costs. As these properties develop, the City agrees to collect money from such future efforts and reimburse Ivy. Such agreements are not uncommon---the City has done this before.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

**PUBLIC IMPROVEMENTS
EXTENSION AND REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **IVORY HOMES, LTD.**, a Utah limited partnership, hereinafter referred to as the “Developer.”

RECITALS:

WHEREAS, the Developer is developing a subdivision within the City at approximately 475 West and Glover’s Lane, referred to as the Davis Creek Subdivision, which is more particularly described in Exhibit A, attached hereto and by this reference made a part hereof; and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within the Subdivision and outside the boundaries of the Subdivision; and

WHEREAS, some of those public improvements will provide direct benefits to neighboring properties that the parties anticipate will undergo development in the foreseeable future (the “Benefitted Properties”); and

WHEREAS, the Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the public improvements which will benefit other neighboring properties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Developer’s Obligation.** Developer hereby agrees to install those improvements described in Exhibit “B” attached hereto and by this reference made a part hereof, which improvements are also set forth in the public improvements drawings approved by the City for the Davis Creek Subdivision Subdivision.

2. **Collection and Payment of Reimbursement.** The City will require owners of the Benefitted Properties that develop, subdivide or apply for building permits to pay to the City the proportionate share of the cost of the improvements set forth in paragraph 1 prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, and parcel size, and other relevant factors as of the date of this agreement of each respective Benefitted Property all as set forth in Exhibit “B” attached hereto. The funds collected shall be paid by the City to the Developer.

3. **Assignment.** The Developer specifically agrees to accept those funds which are in fact collected by the City during the term of this Agreement as full and final payment under the terms of this Agreement. Further, the Developer agrees to hold the City and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that the City has made a good faith effort to collect such sums. In the event the City is unable to collect such sums, the City shall, upon written request from the Developer, assign to the Developer any right the City may have to collect such sum and the Developer may then take whatever legal action Developer deems appropriate to collect such sums due and owing under the Agreement. The City does not warrant or guarantee that any sums will be collectible. Immediately upon the City's assignment of any right to collect such sums, Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all claims, suits, costs, expenses and attorneys' fees arising from or connected with the collection or attempts to collect such sums.

4. **Ownership and Improvements.** The City shall own the public improvements which are the subject of this Reimbursement Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Developer's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefor.

5. **Term of Agreement.** It is agreed that the City will make a good faith effort to collect those sums identified in paragraph 2 for a period of five years from the date of this Agreement or until such time as the Benefitted Properties proportionate share of the improvement costs has been received by the Developer, whichever occurs first.

6. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors and assigns.

7. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

8. **Amendments.** This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“CITY”

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

“DEVELOPER”

IVORY HOMES, LTD.,
a Utah limited partnership

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Notary Public

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2017, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is the _____ IVORY HOMES, LTD., a Utah Limited Partnership, and that the foregoing instrument was signed on behalf of said limited partnership by authority of its Articles of Organization and duly acknowledgment to me that said limited partnership executed the same.

Notary Public

EXHIBIT "A"

Legal Description



FARMINGTON POLICE DEPARTMENT

Chief Wayne D. Hansen

City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: March 8, 2017

SUBJECT: Off duty police vehicle use/ residency requirements

RECOMMENDATIONS

Amend Farmington City Policy 17.090 (I) (6)

BACKGROUND

Our current policy requires that police officers live within the confines of Davis County. It also allows off-duty use of the police vehicle within Davis County. Over the past several years recruiting of police officer candidates has become much more difficult. We are seeing far fewer applications for job openings. One of the difficulties is the residency requirement. We are proposing that the residency and use requirement be changed to allow officers to reside within twenty five driving miles of the Farmington City Police building. We surveyed area police departments and have found this to be in line with other area police departments. This will help us retain and recruit officers as it opens the market for home purchases to a larger and in many cases less expensive home market. As such I recommend that we change the above policy reflect the twenty five mile driving distance.

Respectfully Submitted

Wayne Hansen

Wayne Hansen
Police Chief

Review and Concur

Dave Millheim

Dave Millheim
City Manager

RESOLUTION NO. 2017-

**A RESOLUTION AMENDING THE FARMINGTON CITY PERSONNEL
POLICIES AND PROCEDURES SECTION 17.090 REGARDING OFF DUTY
POLICE VEHICLE USE/RESIDENCY REQUIREMENTS**

WHEREAS, the City Council has previously adopted the Personnel Policies and Procedures providing guidelines and procedures for City employees and related personnel matters; and

WHEREAS, City Staff recommend amendments to the Personnel Policies and Procedures to amend Section 17.090 regarding off duty police vehicle use/residency requirements, as more particularly provided herein; and

WHEREAS, the City Council has reviewed the recommended changes to the Personnel Policies and Procedures as more particularly provided herein and desires to adopt the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. **Amendment.** Section 17.090 of the Farmington City Personnel Policies and Procedures regarding off duty police vehicle use/residency requirements is hereby amended. See Exhibit "A" attached.

Section 2. **Severability.** If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS 21ST DAY OF MARCH, 2017.**

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

(j) Accidents. Employees shall immediately report any accident or damage involving a City vehicle to their Supervisor in accordance with the accident reporting procedures set forth in Chapter 16.

(k) Take-Home Vehicle Use. Generally, City vehicles are not permitted to be taken home or used for personal use by City employees. The following employees may be permitted to use City vehicles for commuting to and from work, with reasonable incidental personal stops made along the way, and for other limited purposes as provided herein.

(1) The City Manager as authorized by the Mayor to have a vehicle to take home, and to use for City business, and may utilize such vehicle for personal use, including the transporting of family members and acquaintances, so long as all use is within a 60 mile radius of Farmington City. Any use of the vehicle outside the 60 mile radius must be pre-authorized by the Mayor.

(2) Police officers in accordance with the vehicle use policy set forth in the Police Department Policies and Procedures.

(3) City employees who are authorized by their Department Head and the City Manager and who are subject to being called out for emergency response for City services during normal off-duty work hours. Such employees, as authorized, may include: Fire Chief, City Engineer, Public Works Director, Water Systems Supervisor (or assistant in his or her absence), on-call personnel, Street Maintenance Supervisor, Parks Supervisor and Building Official.

(4) Parks and Recreation Director (or assistant in his or her absence) whose flexible work schedule may require supervisory response to Parks and Recreation Department activities often held in the evening or on Saturdays.

(l) Take Home Vehicle Rules. In addition to the policies established herein, any employee taking a City vehicle home shall adhere to the following conditions:

(1) The most direct route to and from the employee's home shall be taken;

(2) The vehicle shall be parked and remain at the employee's home when it is not being used for official business;

(3) The vehicle shall be returned to the City when the employee is suspended from duty, placed on administrative leave, or upon the request of the supervisor or City Manager;

(4) The employee shall be responsible for maintaining both the interior and exterior of the vehicle in a clean and safe condition; and

(5) The employee shall be responsible for any tax liability incurred by the employee for taking the vehicle to and from work, and shall provide any information required by the City to complete the relevant tax forms regarding such use.

(6) Notwithstanding the foregoing, police officers who are authorized to take a city vehicle home may utilize such vehicle for personal use, including the transporting of family members during off-duty hours, ~~so long as such personal use is conducted within the jurisdictional boundaries of Davis County, Utah, and~~ in accordance with all other applicable provisions of this policy and the Police Department Policies and Procedures.

(m) Private Vehicle Use. Employees normally shall use City vehicles for City business. When

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: City Council Committee Updates

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

The City Council will give an update on the various committees they serve on.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on March 9, 2017
2. Police and Fire Monthly Activity Reports for February
3. Building Activity Report for February

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson – City Planner

Date: March 21, 2017

SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD MARCH 9, 2017

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on March 9, 2017 [note: four commissioners attended the meeting—Chair Heather Barnum, Brett Gallacher, Alex Leeman, and Connie Deianni. Commissioners Rebecca Wayment and Kent Hinckley were excused.

Item 3 Chase Freebairn / Ivory Homes – Applicant is requesting final plat approval for the Davis Creek Conservation Subdivision consisting of 15 lots on 9.5 acres of property located at 475 West Glover Lane in an AE (Agriculture Estates) Zone. (S-9-16)

Voted to approve the final plat as written in the staff report.

Vote: 4-0

Item 4 Brady Nowers / Questar Gas (Public Hearing) – Applicant is requesting conditional use permit approval to locate a temporary construction and staging yard while two gas lines are replaced on .87 acres of property located at approximately 700 West Glover Lane in an AE (Agriculture Estates) zone. (C-1-17)

Voted to approve the conditional use permit as written in the staff report.

Vote: 4-0

Item 5 Raphael Nadeau (Public Hearing) – Applicant is requesting conditional use permit approval to build a secondary dwelling unit over an attached garage on .38 acres of property located at 233 South Joy Drive in an LR (Large Residential) zone. (C-2-17)

Voted to approve the conditional use permit as written in the staff report with an added finding 6, as follows:

6 – The application meets all the standards as set forth in Section 11-28-200.

Vote: 4-0

Additionally, staff was directed to make a zone text amendment updating Section 11-28-200 to include secondary dwellings in other single family residential zones beyond the OTR zone.

Item 6a Discussion of City Council memo regarding the Mountain America Credit Union application.

The Planning Commission echoed the sentiments of the City Council, in that they directed staff to begin a zone text change accommodating drive-up windows for financial institutions in the mixed-use district, and requiring the applicant to adjust their site plan to conform to the Chapter 18 standards regarding the building frontage and front door on the primary street.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Eric Anderson".

Eric Anderson
City Planner

Review & Concur

A handwritten signature in black ink, appearing to read "Dave Millheim".

Dave Millheim
City Manager



Farmington City Police Department 2017 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	186	202										
Total Reports Officer	80	70										
Crime	79	96										
Accident	31	36										
Supp	45	29										
Citations												
Total Cites	230	301										
Traffic	48	84										
Speed	15	25										
Parking	162	185										
Other	5	7										
Activities												
Total	1,987	1806										
Total Hours	721	712										
Avg/Activity (Min)	21	23										
Investigations Working	55	57										
# Reports	32	18										



Farmington City Police Department 2017 - Summary Cont.

		AVG	YTD
Cases		194.00	388
Reports	Officer	75.00	150
	Crime	87.50	175
	Accident	33.50	67
	Supp	37.00	74
Citations	Total	265.50	531
	Traffic	66.00	132
	Speed	20.00	40
	Parking	173.50	347
	Other	6.00	12
Activities	Total	1896.50	3793
	Hours	716.50	1433
	Avg/Act	22.00	44
Investigations	Working	56.00	
	# Reports	25.00	50



Farmington City Fire Department

Monthly Activity Report

February 2017



Emergency Services

Fire / Rescue Related Calls: **27**

All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance / EMS Related Calls: **68 / Transported 46 (67%)**

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to Adequately Staff: **5 (5%)**

On-Duty Crew / Shift Dynamic Data / February 1st- 28th

Incident / On-Scene Hours / Month Total: **26.8 Hours (Approximate 107 Man Hours)**

Ambulance Transport Related Hours / Month Total: **92 Hours (Approximate 184 Man Hours)**

Urgent EMS Related Response Times (AVG): **5:02 Min/Sec** **GOAL 4 minutes or less (+1:02)**

Urgent Fire Related Response Times (AVG): **5:24 Min/Sec** **GOAL 4 minutes or less (+1:24)**

Part-Time Man-Hours (based on the following 28-day pay range / February 3rd and February 17th)

Part-Time Shift Staffing:	1,361	Budgeted 1,395	Variance - 34
Part-Time Secretary:	100	Budgeted 100	Variance + 0
Part-Time Fire Marshal:	83	Budgeted 80	Variance + 3
Part-Time Fire Inspector	50	Budgeted 50	Variance + 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 32
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	168	279 (YTD)	
Emergency Callbacks:	174.5	FIRE 16.5 Hrs. / EMS 114 Hrs. (YTD) 342.5	
Special Event Hours:	8	34 (YTD)	
Total PT Staffing Hours:	1,944.5	3,916.5 (YTD)	

Monthly Revenues & Grant Activity YTD

	Month	Calendar Year	FY 2017
Ambulance (January 2017):			
Ambulance Services Billed:	\$72,668.85	\$72,668.85 YTD	\$433,561.14
Ambulance Billing Collected:	\$27,928.42	\$27,928.42 YTD	\$228,333.41
<i>Variances:</i>	<i>-\$44,740.43</i>	<i>-\$44,740.43 YTD</i>	<i>-\$205,227.73</i>
Collection Percentages:	38%	38%	53%

Grants / Assistance / Donations

Grants Applied For:

UBEMS Competitive Grant (EMS Equipment)	\$4,900	\$6,400 YTD
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Grants / Funds Received / Awarded:

UBEMS Lucas 3 Chest Compression Device	\$4,900	\$4,900 YTD
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Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	15	
Drill #2 – FIRE / EMS Ice Rescue Training	48	Avg. Wednesday Night Drill Att.
Drill #3 – FIRE – Wildland Refresher	52	FFD Personnel This Month: 12
Drill #4 – Rescue Task Force (RTF)	42	
Other Training:		
National Fire Academy / Incident Safety Officer X 4	64	
Total Training / Actual Hours Attended:	221	380 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New Business Inspections:	19	
Existing Business Inspections:	18	
Re-Inspections:	18	
Fire Plan Reviews & Related:	75	
Consultations & Construction Meetings:		
Station Tours & Public Education Sessions:	13	13 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	1	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	1	1 YTD
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Additional Narrative:

Emergent EMS response times averaged 5.0 minutes and Emergent FIRE response times averaged 5.4 minutes – minimal calls far from station. Five calls (5%) resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). 67% of all Ambulance calls resulted in transporting patients to hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Full-time and Part-time staffing hours exceeded typical parameters to accommodate Annual Ice Rescue Training and National Fire Academy Training. February training again focused on shift training opportunities to include heavy emphasis on preparing candidates for Fire Engineer job openings. Training also included National Fire Academy – Incident Safety Officer (ISO) course sponsored by FFD. Other training included annual Ice Rescue Training, Wildland Refresher, Rescue Task Force Operations (RTF / Active Shooter) and in-service training of a new chest compression device (Lucas 3) for CPR. This device will provide our patient with non-interrupted, high-performance chest compressions while our care providers focus on medication therapy, shock therapy and even allows everyone to remain seat belted during emergent transport to the hospital. Fire Engineer testing should be completed and a promotional list released early March. Our goal is to have one (1) position filled March 8th with two (2)

other positions lined up to be filled July 2nd and July 4th (FY2018). At that time all three shifts will have four (4) handed staffing. FFD is still in the process of completing the Special Response Vehicle (SRV-71) and is currently 90% mission capable. Again, this single vehicle has replaced three other vehicles (now utilized by public works and planning department). This vehicle will serve the following Primary and Secondary functions and is unquestionably one of the most dynamic assets within the region:

7 PRIMARY Functions:

- Ice Rescue
- Rope Rescue
- Water Rescue
- Lighting Support – FIRE and POLICE
- Wildland Operations Support
- All-Terrain Mobile Command Post with Climate Control (5-seated) - FIRE and POLICE
- Emergency Communications (C.E.R.T & ARES) – FIRE and POLICE

3 SECONDARY Functions:

- Command Training Center (CTC) – FIRE and POLICE
- Investigation Operations – FIRE and POLICE
- Public Education – Community Fire Wise Program



Please feel free to contact myself at your convenience with questions, comments or concerns:

Office (801) 939-9260 or email gsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief

Farmington City Fire Department - Proud Protectors of Your Life and Property

- Since 1907

Month of February 2017	BUILDING ACTIVITY REPORT - JULY 2016 THRU JUNE 2017				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	9	9	\$2,102,372.00	119	119
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	2	38
CARPORT/GARAGE	0		\$0.00	8	
OTHER RESIDENTIAL	3	0	\$51,000.00	4	0
SUB-TOTAL	12	9	\$2,153,372.00	133	157
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	3		\$23,040.00	20	
ADDITIONS/REMODELS	2		\$161,000.00	19	
SWIMMING POOLS/SPAS	1		\$54,000.00	8	
OTHER	4		\$25,030.00	142	
SUB-TOTAL	10		\$263,070.00	189	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	3	
PUBLIC/INSTITUTIONAL	1		\$11,900,000.00	3	
CHURCHES	0		\$0.00	0	
OTHERS	0		\$0.00	1	
SUB-TOTAL	1		\$11,900,000.00	7	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$255,322.00	16	
OFFICE	1		\$60,000.00	5	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
SUB-TOTAL	5		\$315,322.00	21	
MISCELLANEOUS - NON-RESIDENTIAL *****					
SIGNS	4		\$28,000.00	25	
	4		\$28,000.00	25	
TOTALS	32	9	\$14,659,764.00	375	157

CITY COUNCIL AGENDA

For Council Meeting:
March 21, 2017

S U B J E C T: Mayor Talbot & City Council Reports

1. Triathlon in Farmington

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.